



Town Board of Trustees

Tuesday, November 9, 2021 at 7:00 pm

**PLEASE SILENCE ALL CELL PHONE AND ELECTRONIC DEVICES.
THANK YOU.**

1. Meeting Information

207 Muegge Way, Bennett, CO 80102

For a live stream of the meeting use the information below:

<https://us02web.zoom.us/j/82181280390>

Meeting ID: 821 8128 0390

Passcode: 221266

One tap mobile

+12532158782

2. Call to Order

Royce D. Pindell, Mayor

a. Roll Call

3. Pledge of Allegiance

Royce D. Pindell, Mayor

4. Approval of Agenda

Royce D. Pindell, Mayor

5. Consent Agenda

Royce D. Pindell, Mayor

a. October 26, 2021 Regular Meeting Minutes

Attachments:

- **October 26, 2021 Regular Meeting Minutes** (10-26-2021_-_Regular_Mee
ting_Minutes.pdf)

b. 2022 Arapahoe County Sheriff Law Enforcement Intergovernmental Agreement (IGA)

Resolution No. 891-21 - A Resolution Approving an Intergovernmental Agreement (IGA) with Arapahoe County for the Provision of Law Enforcement Services

Attachments:

- **2022 Arapahoe County Sheriff Law Enforcement Intergovernmental Agreement (IGA)** (2022_Agreement_-_Town_of_Bennett__1_.pdf)

- **Resolution No. 891-21 - A Resolution Approving an Intergovernmental Agreement (IGA) with Arapahoe County for the Provision of Law Enforcement Services** (Reso_No._891-20_Arapahoe_County_Law_Enforc_IGA_2021.pdf)

Public Comments on Items Not Scheduled for Public Hearing

The Board of Trustees welcomes you. Thank you for joining us for our Town of Bennett Board of Trustees Meeting. If you are not speaking, we ask that you please mute your microphone. For public comment please sign up on the provided sheet or in the chat box. If you are on the phone, once we get through the sign-up sheet and chat box we will call for any other comments for items not on the agenda.

Your comments will be limited to three (3) minutes. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of Town staff for follow-up. Thank you.

Regular Business

6. Action/Discussion Items

a. 2022 Town of Bennett Budget Second Draft

Danette Ruvalcaba, Finance and Technology Director

Click the link below to view the 2022 Town of Bennett Budget Second Draft Dashboard:

<https://app.smartsheet.com/b/publish?EQBCT=096c07ca0263469b866279618e808544>

Click the link below to view the 2022 Town of Bennett Building Permit Fee Comparison Dashboard:

<https://app.smartsheet.com/b/publish?EQBCT=907bac5bca6a4cd49ae2a17a9ea2210f>

b. Engineering Services Related to Kiowa-Bennett Road (KBR) Culvert Replacement Safety Improvements

Dan Giroux, Town Engineer

Robin Price, Public Works Director

Attachments:

- **Staff Report Engineering Services Related to Kiowa-Bennett Road (KBR) Culvert Replacement Safety Improvements** (0_-_Staff_Report_Upda

te_KBR_Engrg.pdf)

- **Kiowa-Bennett Road (KBR) Overview with Aerials, Funding Presentation for Arapahoe County Open Space, Regarding the South or "Copeland" Underpass Near County Road 6** (1_-_K-B_Road_Overview_w_Underpass_Aerials.pdf)
- **ICON Engineering Brantner Gulch at Holly Street Underpass Photos, Illustrating Similar Project Concept** (2_-_ICON_-_Brantner_Gulch_Images_Only.pdf)
- **Pride of Bennett Kiowa-Bennett Road (KBR) - Colfax Intersection Aerial Concept Drawing, Developed for Property Owner, Regarding North Project Culvert and Sediment Control Improvements** (3_-_Pride_of_Bennett_KBR-Colfax_Int_Aerial.pdf)
- **Town of Bennett Request for Proposal (RFP) 21-012** (4_-_TOB_RFP_21-012_KBR_Safety_Imp_Engr_9-13-2021_w_Add_1.pdf)
- **ICON Engineering, Inc. Proposal** (5_-_ICON_-_Bennett_-_KBR_Safety_Improvements_Design_21-012_FINAL.pdf)
- **Bohannon Huston, Inc. Proposal** (6_-_BHI_Kiowa-Bennett_Road_Safety_21-012_Proposal.pdf)
- **Suggested Motion** (7_-_suggested_motion.pdf)

c. Participation in Opioid Settlement

Resolution No. 892-21 - A Resolution Approving the Colorado Opioids Settlement Memorandum of Understanding and Other Documents Necessary for the Town's Participation in Pending Opioids Settlements

Trish Stiles, Town Administrator

Melinda Culley, Town Attorney

Attachments:

- **Staff Report Participation in Opioid Settlement** (0_-_Staff_Report.pdf)
- **Johnson & Johnson - Janssen Opioid Settlement Participation Form** (2_-_Johnson__Johnson_-_Janssen_Opioid_Settlement_Participation_Form.pdf)
- **Distributor Opioid Settlement Participation Form** (3_-_Distributor_Opioid_Settlement_Participation_Form.pdf)
- **Local Government Opioid Escrow Agreement** (4_-_Local_Government_Opioid_Escrow_Agreement.pdf)
- **Memorandum of Understanding** (1_-_Colorado_Opioid_MOU.PDF)
- **Resolution No. 892-21 - A Resolution Approving the Colorado Opioids Settlement Memorandum of Understanding and Other Documents Necessary for the Town's Participation in Pending Opioids Settlements** (5_-_Reso._No._892-21_-_Colorado_Opioid_Settlement_Participation.pdf)
- **Suggested Motion** (6_-_suggested_motion.pdf)

d. Municipal Judges and Prosecuting Attorney Compensation

Ordinance No. 732-21 - An Ordinance Establishing the Salary for the Municipal Judge

Christina Hart, Court Clerk

Attachments:

- **Staff Report Municipal Judges and Prosecuting Attorney Compensation** (Staff_Report_-_Judges_Salary.pdf)
- **Ordinance No. 732-21 - An Ordinance Establishing the Salary for the Municipal Judge** (Ordinance_No._732-21_-_Judges_Salary.pdf)
- **Suggested Motion** (suggested_motion.pdf)

e. Veterans Day Proclamation

Royce D. Pindell, Mayor

Attachments:

- **Veterans Day Proclamation** (Veterans_Day_Proclamation_2021.pdf)

7. Town Administrator Report

Trish Stiles, Town Administrator

8. Trustee Comments and Committee Reports

Mayor and Trustees

9. Adjournment

Individuals with disabilities who need auxiliary aids in attending the meeting may request assistance by contacting the Town Hall at 207 Muegge Way, Bennett, CO 80102-7806, (303) 644-3249. Please give notice at least 48 hours in advance of the meeting to allow for enough time in making the necessary arrangements.

Contact: Christina Hart (chart@bennett.co.us 1303-644-3249 X1001) | Agenda published on 11/05/2021 at 12:41 PM

**TOWN OF BENNETT, COLORADO
BOARD OF TRUSTEES
Regular Meeting
October 26, 2021**

1. CALL TO ORDER

The Board of Trustees of the Town of Bennett met in regular session on Tuesday, October 26, 2021 via hybrid meeting. Mayor Royce D. Pindell called the meeting to order at 7:00 p.m. The following persons were present upon the call of the roll:

Mayor: Royce D. Pindell

Trustees Present: Kevin Barden
Darvin Harrell
Whitney Oakley
Denice Smith - *excused*
Donna Sus
Larry Vittum - *excused*

Staff Present: Trish Stiles, *Town Administrator*
Rachel Summers, *Deputy Town Administrator*
Alison Belcher, *Assistant Communications Director*
Sara Aragon, *Community Development Manager*
Daymon Johnson, *Capital Projects Director*
Robin Price, *Public Works Director*
Ricky Martinez, *Assistant Public Works Director*
Adam Meis, *Finance and Technology Coordinator*
Steve King, *Special Projects Coordinator*
Dan Giroux, *Town Engineer*
Melinda Culley, *Town Attorney*

Public Present: Kathy Smiley

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Royce D. Pindell.

3. APPROVAL OF AGENDA

MAYOR PRO TEM HARRELL MOVED, TRUSTEE OAKLEY SECONDED to approve the agenda as presented.

The voting was as follows:

- YES: Harrell, Oakley, Pindell, Sus, Barden
- NO: None
- EXCUSED: Smith, Vittum

Mayor Royce D. Pindell declared the motion carried by unanimous vote.

4. CONSENT AGENDA

MAYOR PRO TEM HARRELL MOVED, TRUSTEE OAKLEY SECONDED to approve the consent agenda as presented.

- YES: Oakley, Pindell, Sus, Barden, Harrell
- NO: None
- EXCUSED: Smith, Vittum

Mayor Royce D. Pindell declared the motion carried by unanimous vote.

- A. **Action:** Approval of October 12, 2021 Regular Meeting Minutes

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

There were no public comments presented.

5. REGULAR BUSINESS

A. Action/Discussion

1. RFP 20-011 – CO Hwy 79 and Marketplace Drive Intersection

Daymon Johnson, Capital Projects Director, reported to the Trustees the Town issued RFP 21-011 on August 26, 2021, to solicit qualified bids on the Hwy. 79 and Marketplace Signalization and Intersection Improvements project. This solicitation was open for roughly four (4) weeks and bids were due on September 22, 2021. Below is the bidding firm information.

Bidding Firm	Bid
Morton Electric, Inc.	\$1,158,245.10

The Town received one qualifying bid from Morton Electric, Inc. Since there was only one bid, Staff discussed the matter with the Town’s third party inspection firm (Rock-Sol) and Town consultants (Dan Giroux from Terramax and Peter Kozinski from Jacobs Engineering) about reopening the bid to try to solicit more numbers.

Ultimately, Staff opted against that approach for a myriad of reasons. Firstly, the reference check Staff performed internally and through our consultants was overwhelmingly positive. Out of 15 different contacts that were called, there was not a single “bad” reference. Secondly, Staff worried that the Town may lose a qualified bidder and had no assurance of generating additional bids by initiating a new bid period. Finally, because this is a quick project with a duration of roughly 40 days, Staff

wanted to start as expeditiously as possible to ensure a finish by years' end or close to it. Morton has confirmed their ability to meet our desired schedule and is ready to mobilize quickly.

Funding for this project will come from the Sales Tax Capital Improvement Fund and is within the budgeted appropriations for 2021.

TRUSTEE SUS MOVED, TRUSTEE OAKLEY SECONDED to authorize the Mayor and the Town Bennett to enter into a standard Town contract agreement with Morton Electric, Inc. in amount not to exceed \$1,158,246 for the construction and improvements of the Colorado Highway 79 and Marketplace Drive intersection. The voting was as follows:

YES: Pindell, Sus, Barden, Harrell, Oakley
NO: None
EXCUSED: Smith, Vittum

Mayor Royce D. Pindell declared the motion passed unanimously.

2. RFP 21-013 – 3rd Street Sanitary Sewer Replacement Project

Robin Price, Public Works Director, reported to the Trustees, as town growth has increased, Bennett has determined a need to upgrade the size and capacity of certain sections of the sanitary sewer lines on the north side of town. The Town began this project in 2018 by installing a 12" sanitary sewer line north of Lincoln to Roosevelt.

The current portion of the Bennett Sanitary Sewer Replacement Project is located in the Lincoln Avenue and 3rd Street alley. This specific project includes tying the existing 12" on Lincoln to the existing line on 3rd Street and installing a new 12" sanitary sewer line west of the existing 8" sewer line that will be left in place as a local collector.

The Town received multiple inquiries about bidding this RFP project but due to the unique challenges and the timeline that was presented, only one bid was submitted. The qualified RFP response is below:

- **Dan's Custom Construction (DCC):** DCC is located in Brighton Colorado. They specialize in the construction modification and maintenance of water and wastewater treatment facilities. The Town has worked with DCC in the past and has been impressed with their quality of work.

Company	Bid
Dan's Custom Construction	\$150,000

DCC's proposal fits into the existing budget and their company has the qualifications and experience to perform this work with the plan set that was included in the RFP.

Funding for this project will come from the Sales Tax Capital Improvement Fund and is within the budgeted appropriations for 2021.

Funding for this project will come from the Wastewater Fund and is within the budgeted appropriations for 2021.

MAYOR PRO TEM HARRELL MOVED, TRUSTEE OAKLEY SECONDED to authorize the Mayor and the Town Bennett to enter into a standard Town contract agreement with Dan's Custom Construction for the 3rd Street sanitary sewer replacement project in an amount not to exceed \$150,000. The voting was as follows:

YES: Sus, Barden, Harrell, Oakley, Pindell

NO: None

EXCUSED: Smith, Vittum

Mayor Royce D. Pindell declared the motion passed unanimously.

6. TOWN ADMINISTRATOR REPORT

Trish Stiles, Town Administrator, reported on the following:

- 4th Annual Trunk or Treat from 4:00 p.m. – 6:00 p.m. on October 28th.
- Town staff will be training from 8:30 a.m. – 2:30 p.m. on November 4th at Colorado Air and Space Port. A staff member will be at Town Hall answering phones and providing assistance to residents.
- Staff has received a request from a funeral home for a crematorium. A formal application has not been received. Staff is asking for feedback from the Trustees before the applicant would begin the application process.

7. TRUSTEE COMMENTS AND COMMITTEE REPORTS

Royce D. Pindell

Mayor Royce D. Pindell reported on the following;

- Questions were presented to the Mayor in respect to the public hearing regarding the Building Code Appeal on October 12, 2021 at 215 Kiowa Avenue – Tymanike Apartment Decks. The Trustees took no action to allow the Building Department to review the material from Gary Vance. Melinda Culley, Town Attorney, reminded the Mayor and Trustees this is still a quasi-judicial matter. There is a specific procedure to follow quasi-judicial rules. The matter should only be discussed in a public forum. Discussion amongst the Board or with the public outside of a public hearing should be avoided.
- Thanked Staff for all of their hard work.

Donna Sus

Trustee Sus reported on the following:

- Has commented on social media encouraging residents to attend Town Board meetings.

Mayor Royce D. Pindell called for a recess at 7:55 p.m.

The meeting resumed at 8:00 p.m.

8. EXECUTIVE SESSION

For determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators under C.R.S. 24-6-402(4)(e); Bennett School District 29J Intergovernmental Agreement.

TRUSTEE OAKLEY MOVED, TRUSTEE SUS SECONDED to go into executive session for: Determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators under C.R.S. 24-6-402(4)(e); Bennett School District 29J Intergovernmental Agreement.

YES: Barden, Harrell, Oakley, Pindell, Sus

NO: None

EXCUSED: Smith, Vittum

The Mayor declared the motion carried by unanimous vote.

The Board went into executive session at 8:05 p.m.

The Board came out of executive session at 9:27 p.m. The Mayor announced that the Board had been in executive session and the following persons participated via hybrid in that session: Mayor Royce D. Pindell, Trish Stiles, Trustee Oakley, Trustee Sus, Melinda Culley, Trustee Barden, Mayor Pro Tem Harrell, Steve Hebert, Adam Meis, and Christina Hart. The Mayor asked if there were any matters not included in the motion for an executive session or violations of the Open Meetings Law, and if so, that these concerns be stated for the record. No concerns were presented.

The Board of Trustees resumed the open meeting at 9:28 p.m.

9. REPORT FROM EXECUTIVE SESSION

During the executive session the Board discussed the Intergovernmental Agreement (IGA) with the Bennett School District 29J and provided direction for negotiators on specific items on the IGA.

10. ADJOURNMENT

TRUSTEE BARDEN MOVED, MAYOR PRO TEM HARRELL SECONDED to adjourn the meeting. The meeting was adjourned at 9:28 p.m. Voting was as follows:

YES: Harrell, Oakley, Pindell, Sus, Barden

NO: None

EXCUSED: Smith, Vittum

Mayor Royce D. Pindell declared the motion carried by unanimous vote.

Royce D. Pindell, Mayor

Christina Hart, Town Clerk

AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into by and between the TOWN OF BENNETT, a municipal corporation of the State of Colorado, (hereinafter referred to as “Bennett”) and BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, on behalf of the ARAPAHOE COUNTY SHERIFF’S OFFICE (hereafter referred to as the “County”).

WITNESSETH:

WHEREAS, Section 30-11-410, C.R.S. as amended, authorizes the County to contract with a municipality for the purpose of providing law enforcement by the Sheriff within the boundaries of the municipality; and

WHEREAS, Bennett is without monetary means to provide for the employment of any full-time law officers; and

WHEREAS, Bennett has requested that the County through the Arapahoe County Sheriff provide law enforcement services which the parties agree are contemplated in Section 30-11-410, C.R.S ,and

WHEREAS, the County, in the interest of health, safety, and welfare of the residents of the Town of Bennett, deems it advisable to enter into this Agreement for Law Enforcement Services; and

WHEREAS, the County has determined to execute future agreements on a fiscal year basis.

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

1. The Arapahoe County Sheriff (“Sheriff”) shall provide law enforcement as more specifically described herein and in Attachment A within the boundaries of Bennett within Arapahoe County commencing upon January 1, 2022.

2. The type of law enforcement services to be provided by the Sheriff, within the boundaries of Bennett situated in Arapahoe County, shall be similar to the law enforcement services provided in unincorporated areas of the County of Arapahoe and will include law enforcement communication center services, but shall not include enforcement of municipal ordinances. The Sheriff shall utilize, to the best of his ability and judgment, the manpower and equipment presently at his disposal in order to provide said law enforcement services. Offenders shall be cited into the District Court or the County Court of Arapahoe County as appropriate.

- a. The law enforcement services provided under this Agreement shall not include non-routine law enforcement services associated with special events sponsored by or approved by Bennett. For such events, it is expressly understood that Bennett shall consult with the Sheriff's staff regarding such event(s) and any law enforcement needs associated with the events that exceed routine service levels. Bennett shall negotiate a separate agreement with the Sheriff's Office for any temporary or off-duty services required for such events that exceed routine service levels. For purposes of this Agreement, "special events" and/or "non-routine service levels" shall mean events sponsored or approved by Bennett with an expected or actual attendance of more than five thousand people.

3. The term of the Agreement shall commence as of January 1, 2022 and shall end as of December 31, 2022.

4. For the law enforcement services provided under this Agreement, Bennett shall pay to the County the sum of \$41,750.90 for the term of this agreement, which includes dispatch services. Payment of said \$41,750.90 shall be made to the County in full upon execution of this Agreement by Bennett.

5. The services provided pursuant to this Agreement shall be performed by the deputies of the Arapahoe County Sheriff. The Sheriff's staff shall be responsible for maintaining all records relating to the services performed.

6. The County is, and shall at all times be deemed to be, an independent contractor. Nothing in this Agreement shall be construed as creating the relationship of employer or employee between Bennett and the County or any of the County's agents or employees. To the extent this Agreement creates a principal-agent relationship between the County and Bennett, such relationship confers on the County and its employees the authority to act on Bennett's behalf only as to matters covered by this Agreement. The County shall retain all authority for rendition of the services covered by this Agreement, including standards of performance, control of personnel (including discipline), and other matters incidental to the performance of the services by the County. Nothing in this Agreement shall make any employee of Bennett a County employee or any employee of the County a Bennett employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation, or any other rights or privileges accorded County or Bennett employees by virtue of their employment.

7. Nothing in this Agreement shall be construed as a waiver by either party of the protections afforded them pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S. ("CGIA") as same may be amended from time to time. Specifically, neither party waives the monetary limitations or any other rights, immunities or protections afforded by the CGIA or otherwise available at law. If any waiver by Bennett results in a waiver of protections afforded to the County, Bennett shall, to the extent allowed by law, indemnify and hold harmless the County for such actions. If any

waiver by the County results in a waiver of the protections afforded to Bennett, the County shall, to the extent allowed by law, indemnify and hold harmless Bennett for such actions. Further, the County shall not be responsible for any claim against Bennett which arises out of services not performed by the County pursuant to this Agreement.

8. The County does not intend by the Agreement to assume any contractual obligations to anyone other than Bennett, and Bennett does not intend by the Agreement to assume any contractual obligation to anyone other than the County. The County and Bennett do not intend that there be any third-party beneficiary to this Agreement.

9. Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the other party in writing.

10. This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in writing by the parties hereto.

11. Bennett is not responsible for Worker's Compensation claims to the Sheriff's employees working under this Agreement. The County shall procure and maintain Worker's Compensation insurance for such employees as required under Colorado law.

12. Bennett agrees to carry Comprehensive General Liability Insurance with a minimum \$1,000,000.00 limit of liability. Arapahoe County and the Arapahoe County Sheriff will be named as additional insured under this policy. Bennett shall provide the County with a Certificate of Insurance reflecting that coverage. Arapahoe County agrees to maintain insurance, either through self-insurance or commercial policies, adequate to cover the liability and other risks to which it may be exposed as a result of the services provided pursuant to this Agreement.

13. Bennett further agrees to carry Comprehensive General Liability Insurance, Public Official Liability insurance, and Workers Compensation for its own employees for the duration of the Agreement as well as for two years after the Sheriff's services terminate. Bennett shall provide the County with a certificate of insurance reflecting that coverage.

14. Either party may terminate this Agreement with or without good cause shown upon 30 days written notice to the other party prior to termination. In the event of termination by the County, no damages liquidated or otherwise, shall inure to the benefit of the County; however, the County will refund a pro-rated portion of the fee paid pursuant to paragraph 4 above.

15. Unless otherwise agreed in writing, this Agreement, and the interpretation thereof shall be governed by the laws of the State of Colorado.

16. Notices to be provided under this Agreement shall be given in writing either by hand delivery, or deposited in the United States mail, with sufficient postage, to the following persons:

For County: Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80120

and (send to both)

Arapahoe County Sheriff's Office
Attn: Arapahoe County Sheriff
13101 E Broncos Parkway
Centennial, Colorado 80112

For Bennett: Town Clerk
Town of Bennett
207 Muegge Way
Bennett, CO 80102-7806

EXECUTED this _____ day of _____, 20__.

ATTEST:

TOWN OF BENNETT

Town Clerk Date

Mayor Date

Arapahoe County

Tyler S. Brown, Sheriff Date

ATTACHMENT A

This Agreement for Law Enforcement Services will be implemented by the Arapahoe County Sheriff's Office and shall not in any way affect the regular law enforcement services provided by the Arapahoe County Sheriff's Office to unincorporated portions of Arapahoe County. The Sheriff will make all determinations in scheduling and designating the patrol area of the deputy supplied under this Agreement for Law Enforcement Services. The standards of performance, disciplining of deputies, control of personnel providing such services, and other matters incident to the performance of the services to be provided hereunder shall be in accordance with Arapahoe County Sheriff's Office policies and procedures.

All legal documents, i.e. subpoenas, summonses, or any legal paperwork not generated by the Arapahoe County Sheriff's Office that require service shall be handled as follows: (1) Legal documents will be provided by Bennett to the Civil Section of the Arapahoe County Sheriff's Office; (2) Arapahoe County Sheriff's Office personnel will serve only legal documents required to be served in Arapahoe County; (3) Bennett will pay for service in accordance with the Arapahoe County Sheriff's Office fee schedule, based upon the Colorado Revised Statutes.

Criminal and traffic enforcement action taken by deputies assigned to Bennett will be handled in the same manner and nature as enforcement actions within the unincorporated areas of Arapahoe County. Generally, it will be standard practice for deputies to utilize Bennett Municipal Ordinances for criminal and traffic charging whenever practical; however, appropriate charging shall remain at the deputies' discretion.

Law enforcement services provided to Bennett under this Agreement for Law Enforcement Services will be provided within the territory of Bennett that is located within Arapahoe County. Areas outside Arapahoe County, annexed by Bennett, will not be served under this Agreement for Law Enforcement Services. The Sheriff, or his designee, will meet with the Bennett Trustees on an as-needed basis. The meetings may occur in an effort to maintain communication and enhance community policing and partnerships.

RESOLUTION NO. 891-21

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH ARAPAHOE COUNTY FOR THE PROVISION OF LAW ENFORCEMENT SERVICES

WHEREAS, C.R.S. Section 29-1-203 authorizes governments to contract with each other to provide any function or service lawfully authorized to each of the contracting units; and

WHEREAS, the Town of Bennett and Arapahoe County are authorized to provide law enforcement services in their respective jurisdictions, and are authorized by C.R.S. Sections 29-1-203 and 30-11-410 to contract with one another respecting such services; and

WHEREAS, the Town of Bennett wishes to contract for and Arapahoe County will provide law enforcement services to the Town of Bennett for 2022; and

WHEREAS, the Board of Trustees has determined that the proposed Intergovernmental Agreement for law enforcement services is in the best interests of the Town and its citizens and desires to enter into such Intergovernmental Agreement with the County of Arapahoe.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO, AS FOLLOWS:

Section 1. The proposed Intergovernmental Agreement with the County of Arapahoe for the provision of law enforcement services in 2022 is hereby approved in essentially the same form as the copy of such Intergovernmental Agreement accompanying this Resolution.

Section 2. The Mayor is hereby authorized to execute the Intergovernmental Agreement, except that the Mayor is hereby further granted the authority to negotiate and approve such revisions to said Intergovernmental Agreement as the Mayor determines are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Intergovernmental Agreement are not altered.

Section 3. The Mayor and Town Staff are further authorized to do all things necessary on behalf of the Town to perform the obligations of the Town under the Intergovernmental Agreement and to execute and deliver any and all documents necessary to effect the terms and conditions of such Intergovernmental Agreement.

INTRODUCED, ADOPTED, AND RESOLVED THIS 9 DAY OF NOVEMBER, 2021.

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, Town Clerk

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Dan Giroux, PE, Town Engineer
Robin Price, Public Works Director
DATE: November 9, 2021
SUBJECT: Contract for Engineering Services Related to Kiowa-Bennett Road (KBR) Culvert Replacement Safety Improvements

Background

The Town of Bennett was awarded a \$450,000 grant for safety improvements on Kiowa-Bennett Road (KBR) from the Federal Highway Administration as a part of their High Risk Rural Roads (HRRR) Highway Safety Improvement Program (HSIP). The Town proposed that the grant money be used to replace two compromised major stormwater drainage culverts.

Following significant collaborative concept development work, Arapahoe County Open Space agreed to pay an additional \$248,500 to upgrade the south or “Copeland” culvert crossing to a KBR Trail underpass. This underpass will provide a safe, grade-separated crossing for KBR Trail users to access the County’s Kiowa North Open Space (KNOS), with future connection to Kiowa Creek and ultimately the Town’s existing and planned trail system.

Towards delivery of this project, the Town posted a Request for Proposals (RFP 21-012) for engineering services on the Town RFP web site as of September 13, 2021, and Town Staff approached and recruited multiple qualified engineering firms to respond and propose.

Summary of RFP Bids

Town Staff interacted with four highly qualified engineering firms through the RFP process, beginning with the RFP posting and through the October 11, 2021, submittal deadline. All four firms submitted questions, which were addressed in an Addendum 1 and posted on October 6, 2021. Two firms ultimately submitted proposals, and Town Staff conducted interviews with the two proposing firms. The proposal fees are summarized below.

Company	Proposal Price
ICON Engineering, Inc.	\$139,757.00
Bohannon Huston Inc.	\$158,699.60
Ayres Associates Inc.	Submitted project questions, formally declined to propose, citing workload status
Short Elliott Hendrickson Inc. (SEH)	Submitted project questions, formally declined to propose, citing workload status

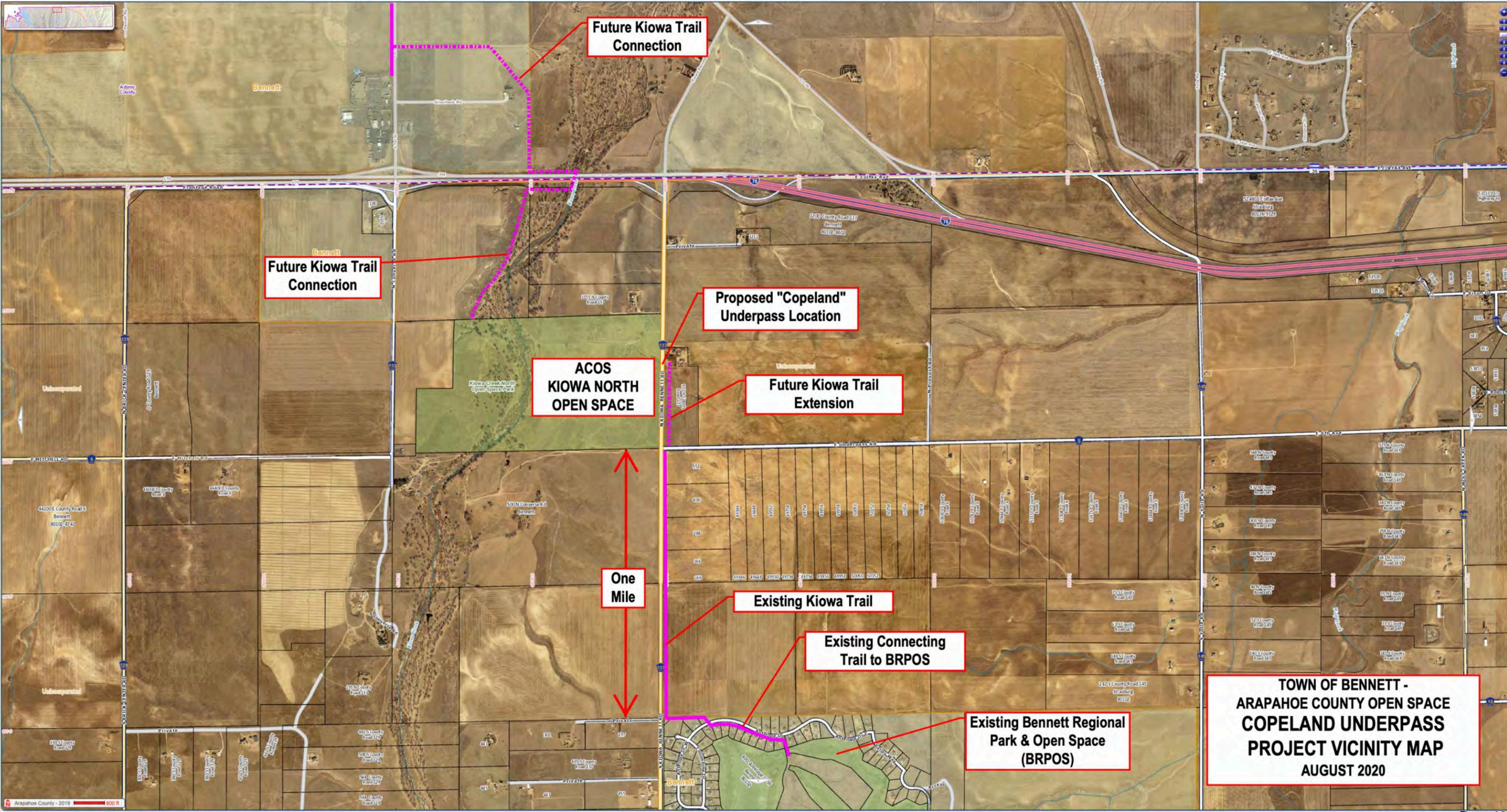
Through the RFP, proposal review and interview process, Town Staff unanimously felt ICON Engineering, Inc. provided the best proposal based on project team, schedule, approach, fee and directly similar and applicable experience.

Staff Recommendation

Town Staff recommends the Bennett Board of Trustees authorize the Mayor to sign and enter into a standard Town contract for engineering services with ICON Engineering, Inc., for an amount not to exceed \$139,757 towards engineering of specific major stormwater drainage culvert replacement safety improvements at Kiowa-Bennett Road.

Attachments

1. Kiowa-Bennett Road Overview with Aerials, funding presentation for Arapahoe County Open Space, regarding the south or "Copeland" underpass near County Road 6.
2. ICON Engineering Brantner Gulch at Holly Street Underpass Photos, illustrating similar project concept.
3. Pride of Bennett KBR-Colfax Intersection Aerial Concept Drawing, developed for property owner, regarding north project culvert and sediment control improvements.
4. Town of Bennett RFP 21-012
5. ICON Engineering, Inc. Proposal
6. Bohanan Huston, Inc. Proposal



**TOWN OF BENNETT -
ARAPAHOE COUNTY OPEN SPACE
COPELAND UNDERPASS
PROJECT VICINITY MAP
AUGUST 2020**

ANTELOPE HILLS SUBDIV'N
AND BRPOS ONE MILE SOUTH

KIOWA-BENNETT ROAD
EX 80' ROW PR 114' ROW

ADDITIONAL 17-FT ROW
DEDICATED 2019 -
PERMANENT TRAIL LOCATION

EXISTING 2012 TRAIL
8-FOOT WIDE 3-INCH
ASPHALT PAVEMENT

ACR 6

KIOWA NORTH
OPEN SPACE
SE CORNER

VIEW FROM
ACR 6 AT KIOWA-BENNETT ROAD
LOOKING SOUTH



KIOWA CREEK

ADDITIONAL 17-FT ROW
DEDICATED 2019

KIOWA-BENNETT ROAD
EX 80' ROW PR 114' ROW

ADDITIONAL 17-FT ROW TO
BE SECURED THIS PROJECT

KIOWA NORTH
OPEN SPACE
SE CORNER

ACR 6

VIEW FROM
ACR 6 AT KIOWA-BENNETT ROAD
LOOKING SOUTHWEST

KIOWA CREEK

KIOWA NORTH
OPEN SPACE
SE CORNER

PROPOSED TRAIL
UNDERPASS LOCATION
(NEXT SLIDE)

ADDITIONAL 17-FT ROW
TO BE SECURED THIS
PROJECT

KIOWA-BENNETT ROAD
EX 80' ROW PR 114' ROW

ACR 6

ADDITIONAL 17-FT ROW
DEDICATED 2019

VIEW FROM
ACR 6 AT KIOWA-BENNETT ROAD
LOOKING NORTHWEST

KIOWA CREEK

KIOWA NORTH
OPEN SPACE
EX DRAINAGE

KIOWA NORTH
OPEN SPACE
NE AREA

KIOWA-BENNETT ROAD
EX 80' ROW PR 114' ROW

ADDITIONAL 17-FT ROW
TO BE SECURED THIS
PROJECT

EX 4-FT DIAMETER CSP CULVERT
W FAILING EMBANKMENT -
PROPOSE TO REPLACE WITH
TRAIL UNDERPASS

COPELAND
CORRAL - TO BE
REFERENCED

VIEW FROM
COPELAND CORRAL AT K-B ROAD
LOOKING NORTHWEST

KIOWA-BENNETT ROAD
EX 80' ROW PR 114' ROW

COPELAND
CORRAL - TO BE
REFENCED

EX UNNAMED LOCAL
DRAINAGEWAY
FROM SOUTHEAST

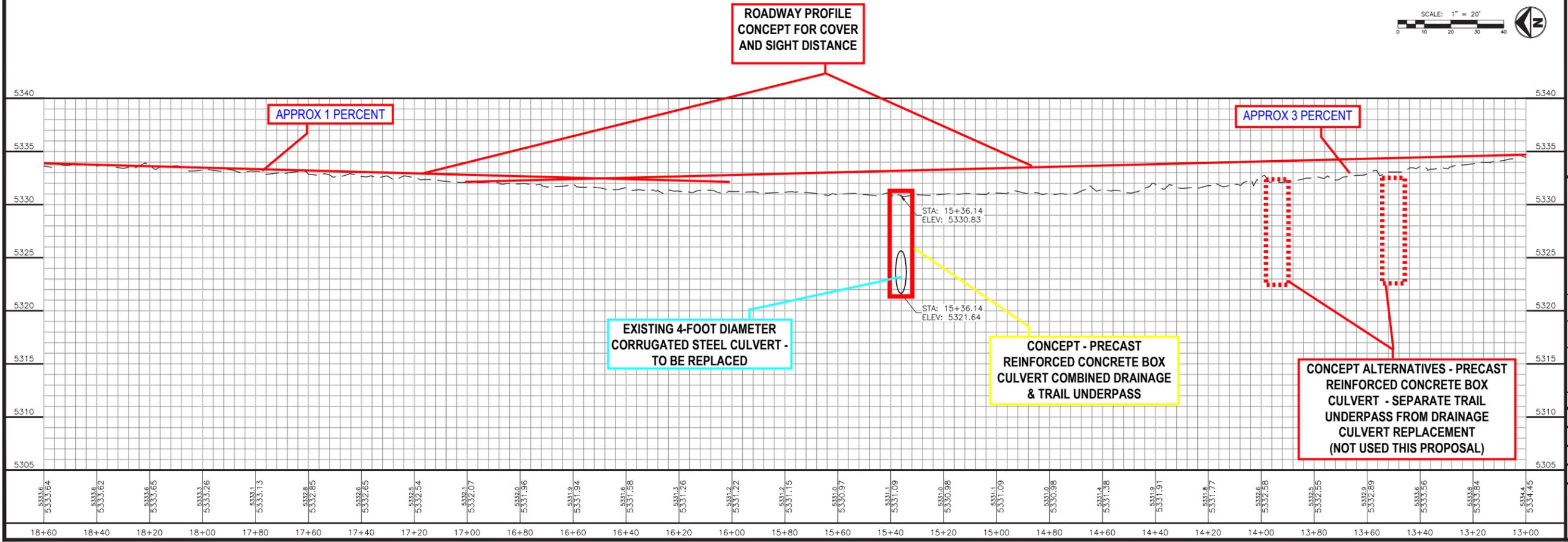
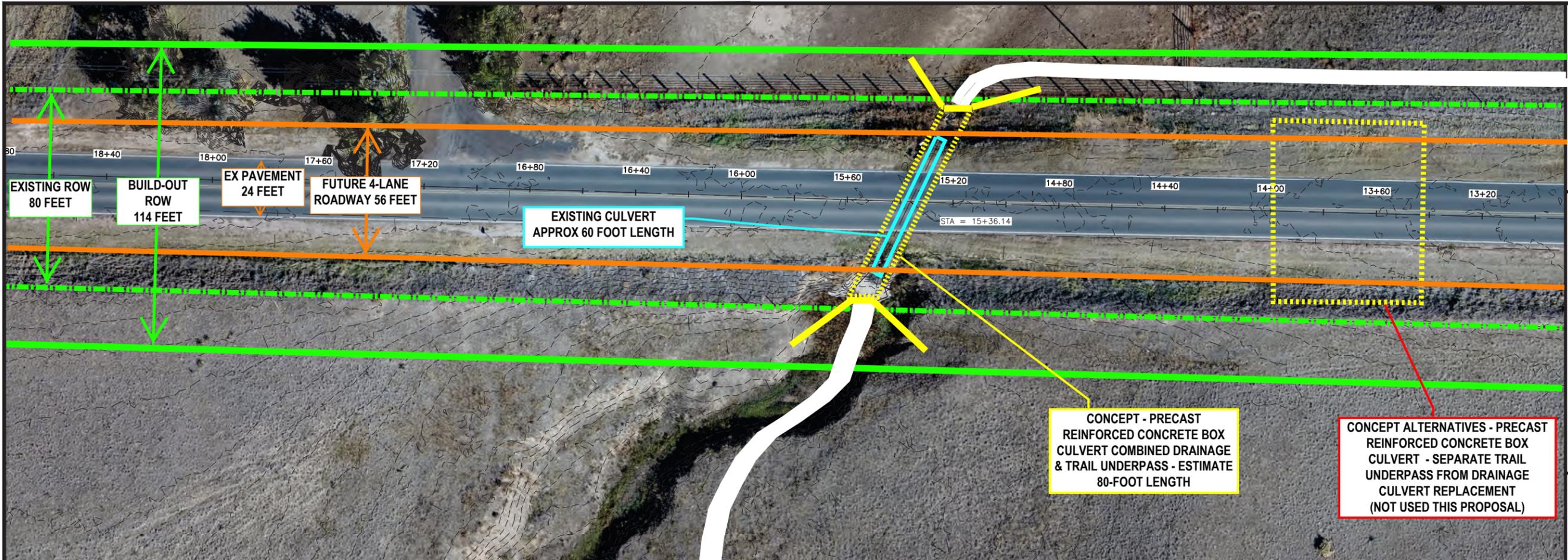


ADDITIONAL 17-FT
ROW TO BE
SECURED THIS
PROJECT

EX 4-FT DIAMETER CSP
CULVERT W FAILING
EMBANKMENT - PROPOSE TO
REPLACE WITH TRAIL
UNDERPASS

KIOWA NORTH
OPEN SPACE
NE AREA

VIEW FROM
COPELAND CORRAL AT K-B ROAD
LOOKING SOUTHEAST



NO	DATE	BY	CHK'D	DESCRIPTION

Project No. 728
 Date 06/NOV/18
 By LD
 Scale 1" = 20'
 Sheet 1 of 2

Plot Date: 11/06/18 10:24am, Drawing Path: W:\TerraMax\Bennett\South_KBR_Culvert\Drawing Name\South_KBR_Culvert.dwg

TOWN OF BENNETT
ARAPAHOE COUNTY OPEN SPACE

KIOWA-BENNETT ROAD
TRAIL UNDERPASS AT
KIOWA NORTH OPEN SPACE

WHY IS THIS IMPROVEMENT NEEDED?

- * SUPPORTS TRAIL CONNECTION FROM BRPOS TO KNOS
- * BRINGS TOWN RESIDENTS TO KNOS AND KIOWA CREEK
- * PROVIDES NEXT LEG OF CONNECTION BETWEEN BRPOS, KNOS AND BENNETT OLD TOWN, AND
- * ***PROVIDES A SAFE TRAIL CROSSING OF K-B ROAD!***

TOWN OF BENNETT
ARAPAHOE COUNTY OPEN SPACE

KIOWA-BENNETT ROAD
TRAIL UNDERPASS AT
KIOWA NORTH OPEN SPACE

WHAT IS THIS PROJECT BUDGET?

\$497,000 TOTAL PROJECT BUDGET

ARAPAHOE COUNTY OPEN SPACE SHARE = 50 PERCENT = \$248,500

TOWN OF BENNETT SHARE = 50 PERCENT = \$248,500

TOWN OF BENNETT
ARAPAHOE COUNTY OPEN SPACE

KIOWA-BENNETT ROAD
TRAIL UNDERPASS AT
KIOWA NORTH OPEN SPACE

WHAT IS PROVIDED WITH ACOS' CONTRIBUTION?

- * UPGRADES A "SINGLE-PURPOSE" STORMWATER CULVERT TO A "DUAL-PURPOSE STORMWATER AND TRAIL UNDERPASS CROSSING
- * UPGRADES CULVERT TO A BOX CULVERT OR PLATE-ARCH TUNNEL
- * PROVIDES UPGRADES TO END TREATMENTS SUCH AS HEADWALLS & RETAINING WALLS FOR AN ATTRACTIVE "TRAIL AMENITY" APPEARANCE
- * PROVIDES FOR UNDERPASS LIGHTING FOR A BETTER TRAIL USER EXPERIENCE



Holly Street at Brantner Gulch—Culvert & Pedestrian Underpass Thornton Page 29

Holly Street at Brantner Gulch—Culvert & Pedestrian Underpass, Thornton

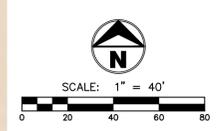






NO.	DATE	BY	CHKD	DESCRIPTION

Project No. 728
 Date 08/MAY/19
 By LD
 Scale 1" = 40'
 Sheet



REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance: September 13, 2021
Project Number: 21-012
RFP Title: **Kiowa-Bennett Road Safety Improvements Design**
Proposals Due: October 11, 4:00 p.m., Local Time
Submit Proposals to: **rprice@bennett.co.us**
Town Hall, 207 Muegge Way, Bennett, CO 80102-7806
For Additional Information Please Contact:

Robin Price
(303) 644-3249 Ext. 1013
Email: **rprice@bennett.co.us**

Documents Included in This Package:

RFP Cover Sheet
Project Background and Specifications
RFP Instructions
Terms and Conditions
Special Terms and Conditions
Pricing Form
Submission Form
Substitute Form W-9
Sample Agreement

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: _____ Fax: _____
Address: _____ City/State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone: _____
Authorized Representative's Signature: _____ Phone: _____
Printed Name: _____ Title: _____ Date: _____
Email Address: _____

PROJECT BACKGROUND AND SPECIFICATIONS

I BACKGROUND

The Town of Bennett ("Town") desires to solicit proposals from interested firms or persons to provide professional consultation on traffic and civil engineering design matters related to the proposed project entitled Kiowa-Bennett Road Safety Improvements ("Project"). This document sets forth general information and requirements for persons and firms ("Proposers") interested in submitting "Proposals" in response to this Request for Proposals ("RFP").

II PROJECT DESCRIPTION

This Project is located on Kiowa-Bennett Road with two major improvement areas: Kiowa-Bennett Road at Colfax Avenue Culvert and Sediment Control Improvements, and Kiowa-Bennett Road Open Space Culvert Replacement & Pedestrian Underpass, both located in Bennett, Colorado. The Town requires program development, design, engineering, permitting, cost estimating, construction document development, and related professional consulting services to support the required improvements to Colorado Department of Transportation (CDOT) requirements, and approval. The Project is funded jointly by the Town of Bennett, the FHWA HRRR HSIP program as administered by CDOT, and Arapahoe County Open Space. The project will need to take into account the Town of Bennett's current allocated budget and resources for the Project, to ensure affordability and proper construction scope. The Town has limited resources for the completion of this design and construction, and the selected consultant will be required to work with the Town Project Manager to stay within those boundaries. The Project will also require coordination with CDOT for standard project review and Department clearances for the FHWA HSIP funding. A positive working relationship and understanding of CDOT Region 1 inter-workings and key players will be essential to the success of the project. Preliminary improvement concept graphic exhibits are provided as an attachment to this RFP.

III SCOPE OF WORK

The Town seeks professional engineering design, contract document development, and consulting associated with the proposed infrastructure improvements.

1. Conceptual Design Review. Conceptual designs have been developed and need to be reviewed and utilized or adjusted as appropriate for the ultimate improvement design plans.
2. Environmental Permit Support Professional Services. The Town has engaged Tiglas Ecological Services (TES) to provide environmental and related professional services, analysis and deliverables towards attaining a Categorical Exclusion (Cat-X) for CDOT and FHWA Department clearances.
3. Professional Survey & Base Mapping Services. The Town has secured professional survey services for boundary & right-of-way/easement from Frane Surveying, and topographic site survey and base mapping from Daley Surveying, including Level QL-C initial utility locates.
4. Design Support Professional Services. As a part of their Proposal, the selected consultant shall be responsible to procure or provide professional consulting services regarding geotechnical analysis and pavement design, stormwater drainage & management design including sediment control, structural design including culverts, retaining walls and bridge rails or guardrails,

roadway geometric design, pedestrian underpass electrical and lighting design, and related project impact investigations typical of CDOT and FHWA projects.

5. Utility Locate Services. The Town of Bennett would procure or provide additional utility locate support services indicated or required, including pot-holing.
6. Improvements Design. The selected consultant will provide final design construction plans, and complete bid and contract documents, in a format acceptable to the Town and CDOT. The designs and contract documents will be according to Town of Bennett and CDOT Standards and Specifications.
7. Right-of-Way and Easement Acquisition Exhibits. The consultant shall identify required right-of-way and easement acquisitions, including construction easements, as early in the design process as practical. The Town will be responsible for right-of-way and easement negotiations and acquisitions in conformance with CDOT and FHWA requirements.
8. Utility Conflict and Impact Analysis. The consultant shall identify required utility relocations and adjustments, including temporary, as early in the design process as practical. The Town will be responsible for utility provider coordination and permits.
9. Early and Long Lead Item Identification. The consultant shall identify any early- and long-lead order and delivery items, especially including specialty equipment and hardware.
10. Project Coordination. The project will require coordination and project management with the Town, other Town consultants, or consultants within the project design team, and applicable CDOT personnel. This will include coordination meetings and necessary related and support communications.
11. Review Comment Response. CDOT/FHWA will provide design review comments to address. Consultant will be responsible to address and respond to comments.
12. Final Deliverables. The Town expects as part of this process
 - Program confirmation document or Basis of Design Report, including project objectives, decisions & commitments, initial improvements roster, schedule projections, and budget estimate;
 - Field Inspection Review (FIR) package submittal, meeting and communications with CDOT;
 - Final Office Review (FOR) package submittal, meeting and communications with CDOT, including final improvement designs, and including design development memoranda or technical studies, as required by CDOT;
 - Complete bid and contract documents for construction for all needed improvements, including project phasing concepts or guidelines, and all necessary interim setup and functional requirements of the project, such as indicated permits and right-of-way/easement;
 - Opinion of Probable Cost (OPC) development throughout the design and plan process, for the Town's use with construction scope and budget compliance.
13. Construction RFP Process. The information provided will be utilized by the Town to formally procure construction proposals for the project at the completion of the design phase. The consultant will assist and support the Town through the Town construction RFP process, including
 - development of RFP documents with project description and scope,
 - proposal evaluation and scoring criteria,
 - detailed, itemized Schedule of Values,
 - estimated construction schedule and Liquidated Damages amounts,
 - solicitation of appropriate and qualified construction firms,
 - attendance and conduct of a Pre-Bid conference and site visit,

- responses to proposer Requests for Information (RFI's),
- Addenda development and issue,
- Proposal and proposer analysis and evaluation, and
- Selection recommendation letter to Town Project Manager.

IV PROJECT SCHEDULE

Anticipated milestones for the Project are as follows:

The Town anticipates that this project should take five (5) months from consultant selection to General Contractor RFP, and eight (8) months to Project Substantial Completion. The Town expects the project to move forward in a quick and diligent manner. The Town is coordinating Project construction with related Arapahoe County Kiowa Creek North Open Space planning, design, and construction activities and trail connections, and desires the Project improvements be completed and in service no later than June 30, 2022.

RFP INSTRUCTIONS

I QUESTIONS ABOUT RFP

All inquiries regarding this RFP shall be made *in writing* to **Robin Price, rprice@bennett.co.us** no later than five (5) days before Proposals are due.

II AMENDMENTS TO RFP

The Town reserves the right to amend this RFP by one or more Addenda at any time prior to the date set for receipt of Proposals. Addenda or amendments will be posted on the Town's website as soon as available, and it shall be the responsibility of the Proposer to obtain all Addenda. If revisions are of such a magnitude to warrant, in the Town's opinion, the postponement of the date for receipt of Proposals, an Addendum will be issued announcing the new date.

III CONTENTS OF PROPOSAL

The Proposal shall contain, at a minimum, the following information:

1. Statements of Qualifications including:
 - i. General firm information including length of time in business;
 - ii. Resumes of key project personnel and percent of team that is local;
 - iii. Location of key project personnel and availability.
2. Proposed Project team including Project Manager and proposed subcontractors (if any). Include information on subcontractors, including subcontractor personnel who will be working on the project and their specific roles.
3. Approach to completing the Project, including addressing the elements of the Scope of Services contained within this RFP, and any additional anticipated issues and proposed strategies for addressing the issues based on additional insight, capabilities or perspectives of the Proposer.
4. Project descriptions and references from at least three projects with similar size, type, and scope. These projects should demonstrate the experience of the project team and should have been completed during the past five years. The descriptions should include whether the project was completed on time and within budget per the original schedule and budget; any discrepancies should be explained.
5. Proposed schedule to complete the Project.
6. Detailed fee schedule tied to the Scope of Services, including a "Not to Exceed" contract amount and hourly rates of key personnel.
7. Signed copy of the cover page of this RFP (page 1 of this RFP)
8. Completed Pricing Form (form attached)

9. Completed Submission Form (form attached)
10. Completed Sample W-9 (form attached)
11. List any requested deviations from the attached Sample Agreement

IV INSTRUCTIONS FOR SUBMITTING PROPOSAL

One (1) copy of the Proposal shall be submitted via email, hand-delivery or mail to:

Town of Bennett
Attn: **Robin Price, Town Public Works Director**
Town Hall
207 Muegge Way
Bennett, CO 80102-7806
Email: rprice@bennett.co.us

Hand-delivered or mailed Proposals shall be submitted in a sealed envelope and clearly marked with the title of the RFP.

For emailed Proposals, include the RFP title in the subject line. **Please note that email responses are limited to a maximum of 20 GB capacity. It is the sole responsibility of the Proposer to ensure their Proposal is received before the Proposal deadline. The Town does not accept responsibility under any circumstance for delayed or failed email or mail submittals.**

Proposals received after the Proposal deadline shall be considered non-responsive.

V MODIFICATIONS TO OR WITHDRAWAL OF PROPOSALS.

Proposals may only be modified in the form of a written notice on company letterhead and must be received prior to the Proposal deadline.

Proposals may be withdrawn prior to Proposal deadline. Such requests must be made in writing on company letterhead. Proposals may not be withdrawn after the Proposal deadline for a period of ninety (90) calendar days. If a Proposal is withdrawn during this ninety-day period, the Town may, at its option, choose not to accept any Proposal from the Proposer for up to a three-year period following the withdrawal.

VI EVALUATION CRITERIA

Proposals shall be reviewed and evaluated by Town staff and/or consultants who may request additional information from Proposers or request interviews with one of more Proposers. Final evaluation and selection may be based on, but not limited to any of the following:

1. Qualifications of the Proposer
2. Reference checks
3. Total cost or proposed pricing
4. Ability of the Proposer to provide quality and timely services and products

VII ANTICIPATED SCHEDULE

The following activities and dates are just a tentative outline of the process to be used by the Town.

September 13, 2021	Issue Request for Proposal
October 11, 2021	Proposal Submittal Deadline
October 12, 2021	Proposal Opening (<i>No Public Opening</i>)
Week of October 18, 2021	Clarifications or Interviews
October 27, 2021	Award Notification
November 1, 2021	Award Contract

TERMS AND CONDITIONS

1. **Responses to RFP.** All Proposals shall become the property of the Town upon receipt and will not be returned to the Proposer. Selection or rejection will not affect this right. Any confidential/proprietary information submitted in response to this request shall be readily identified, clearly marked and separated from the rest of the response. Co-mingling of confidential/proprietary and other information is not acceptable. Submittals will be handled in accordance with applicable federal and state public records laws and procurement regulations. Neither cost information nor the total Proposal will be considered confidential/proprietary.
2. **Rejection Rights.** The Town reserves the right to reject all Proposals and re-solicit if deemed by the Town to be in its best interests, and to abandon the Project and this RFP at any time for any or no reason. The Town is not obligated to accept the lowest cost proposed, is not obligated to accept any Proposal, and will make its determination based on the best interests of the Town.
3. **Other Conditions; Reservation of Rights.** This is a solicitation and not an offer to contract. The provisions in this RFP and any procurement or purchasing policies or procedures of the Town are solely for the fiscal responsibility of the Town and confer no rights, duties, or entitlements to any party submitting responses to this solicitation. The Town reserves the right to issue clarifications and other directives concerning this RFP, to make and issue modifications to the RFP schedule; to require clarification or further information with respect to any response or Proposal received; to waive any informalities or irregularities; and to determine the final scope and terms of any contract, and whether to enter any contract. The provisions herein confer no rights, duties or entitlements to any Proposer.
4. **Proposer's Responsibilities.** Proposer shall make all investigations necessary to thoroughly inform themselves regarding the Project and are expected to examine the drawings, specifications, schedule of delivery, and all instructions. Failure to do so is at the risk of the Proposer.
5. **Costs of Response Preparation and Other Charges.** Proposers are solely responsible for all costs of preparing their proposals and participation in this RFP, and the Town assumes no responsibility for payment of any expenses incurred by a Proposer as part of this process. For the selected firm, no reimbursement will be made by the Town for any costs incurred prior to full execution of a contract and issuance of written notice by the Town to commence Project services.
6. **Agreement Required.** A written agreement will be required between the Town and the selected Proposer, which agreement will be in the form and substance required by the Town. A sample agreement is included with this RFP, but the Town reserves the right to modify the terms and conditions thereof. The agreement shall include insurance requirements for both general liability and errors and omissions.
7. **Taxes.** Proposers shall not include federal, state, or local excise or sales taxes in prices offered, as the Town is exempt from payment of such taxes. Town tax identification numbers will be

made available to the selected contractor.

- 8. Pricing.** Proposers may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making the award. Proposers are encouraged to provide their prompt payment terms in the space provided on the Pricing Form. If no prompt payment discount is being offered, the Proposer shall enter a zero (o) for the percentage discount to indicate net thirty days.
- 9. No Collusion.** The Proposer, by affixing its signature to this RFP, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the Town. The Proposer also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the Town's public procurement process, all Proposers are hereby placed on notice that any and all Proposers who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.
- 10. Elimination from Consideration.** A Proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the Town upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the Town. A Proposal may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the Town, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.
- 11. Equal Opportunity.** The Town intends and expects that the contracting processes of the Town and its vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the Town as subcontractors, vendors, or otherwise. Accordingly, the vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract.

SPECIAL TERMS AND CONDITIONS

COMPETENCY OF CONTRACTORS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED: Pre-award inspection of the Proposer's facility may be made prior to award of contract. Responses will only be considered from Proposer which have been engaged in the business of performing services as described in this RFP for a minimum period of five (5) years prior to the date of this RFP. The Proposer must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town. The Town reserves the right, before awarding the contract, to require a Proposer to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Proposer, including past performance and experience with the Town) in making the award in the best interests of the Town.

QUALIFICATIONS OF CONTRACTOR: The Town may make such investigations as deemed necessary to determine the ability of the Proposer to perform work, and the Proposer shall furnish all information and data for this purpose as the Town requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The Town reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Town that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

NON-APPROPRIATION: Pursuant to C.R.S. § 29-1-110, as amended, financial obligations of the Town after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. Any contract entered with respect to this project will provide that it is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The Town shall give the Proposer or written notice of such non-appropriation.

MATERIAL PRICED INCORRECTLY: As part of any award resulting from this process, Proposer(s) will discount all transactions as agreed. In the event the Town discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Proposer (s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

JOINT VENTURES ARE ENCOURAGED. The Proposer shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Proposer shall maintain records demonstrating its compliance with this article and shall make such records available to the Town upon the Town's request.

PRICING FORM

I PRICING (FOR EACH PARTICIPANT)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1			Consultant to provide appropriate project progress and billing milestone tasks based on similar past project experience and CDOT review and approval process.		\$0.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00
			Total		\$0.00

Not to Exceed Total:

SUBMISSION FORM

SUBMISSION: It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett
207 Muegge Way
Bennett, CO 80102

Attn: **Robin Price**
Title: **Town Public Works Director**
RFP: **21-012**

Does your proposal comply with all the terms and conditions? If no, indicate exceptions YES / NO

Does your proposal meet or exceed all specifications? If no, indicate exceptions YES / NO

State percentage of prompt payment discount, if offered _____ %

State total bid price (include all items bid) _____

State total bid price with discount _____

The Town of Bennett must have on file a completed W-9 prior to doing business with Contractors. Please submit the attached form with your Proposal.

SUBSTITUTE FORM W-9
REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION
(A copy of the W-9 instructions is available upon request)

Vendor# _____

1 NAME OF FIRM:

NAME (Legal Name)

BUSINESS NAME (If different from above e.g. DBA)

2 ADDRESS WHERE NOTIFICATIONS, PURCHASE ORDERS ETC. SHOULD BE MAILED
(if different from above):

NAME (As it appears on invoice)

ADDRESS

CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION
(If more than one remit to address, please attach on additional page.)

STREET ADDRESS

CITY, STATE, ZIP

The Internal Revenue Service requires that you submit a Taxpayer Identification Number to comply with this regulation, please fill in the required information on this form, sign and return it to:

By fax (303) 644-4125
By mail Town of Bennett
ATTN: Danette Ruvalcaba
207 Muegge Way
Bennett, CO 80102

TAXPAYER IDENTIFICATION NUMBER (TIN)

Social Security Number _____-_____-_____
OR
Federal Identification Number _____-_____

Name of Business Owner (please print) _____

Check Appropriate Box:

- | | | | |
|---|--|-------------------------------------|-------|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Government | |
| <input type="checkbox"/> Individual/Sole Prop | <input type="checkbox"/> Non-Profit Organization | <input type="checkbox"/> | Other |

(Must explain)

<p>CERTIFICATION</p> <p>Under penalties of perjury, I certify that:</p> <p>(1) The number shown on this form is my correct Tax Identification Number, and</p> <p>(2) I am not subject to backup withholding.</p> <p>(3) I am a US person (including a US resident alien)</p> <p>Signature _____</p> <p>Date _____</p> <p>Print Name _____</p> <p>Telephone Number ()</p>

NOTICE! CHECKS OR PURCHASE ORDERS WILL NOT BE ISSUED BY THE TOWN OF BENNETT UNTIL YOUR TAX PAYER ID NUMBER IS ON FILE IN THIS OFFICE!

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships: For Corporation:

- | | | |
|---|--|---------------------------------------|
| <input type="checkbox"/> Merchandise Only | <input type="checkbox"/> Services | <input type="checkbox"/> Attorney |
| <input type="checkbox"/> Employee expense reimbursement | <input type="checkbox"/> Contract Labor | <input type="checkbox"/> Non Attorney |
| <input type="checkbox"/> Garnishment / Child Support | <input type="checkbox"/> Other (Explain) | |
| <input type="checkbox"/> Damage awards & other reimb | <input type="checkbox"/> Sale of Land | |

Approved:

Town Administrator

Date

SAMPLE AGREEMENT

INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE TOWN OF BENNETT AND _____

1.0 PARTIES

The parties to this Agreement are the **Town of Bennett**, a Colorado municipal corporation, hereinafter referred to as the “Town,” and _____[contractor name]_, a Colorado _____[contractor business entity]_, hereinafter referred to as the “Contractor.”

2.0 RECITALS AND PURPOSE

- a) The Town desires to engage the Contractor for the purpose of providing services as further set forth in the Contractor’s Scope of Services (which services are hereinafter referred to as the “Services”).
- b) The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit A and incorporated herein by reference. The Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other contractors to provide the same or similar services during the term of this Agreement.

4.0 COMPENSATION

- a) The Town shall pay the Contractor for Services under this agreement a total not to exceed the amounts set forth in Exhibit A attached hereto and incorporated herein by this reference. For Services compensated on a per-task basis, such costs per task shall not exceed the amounts set forth in Exhibit A. The Town shall pay mileage and other reimbursable expenses which are deemed necessary for performance of the services and which are pre-approved by the Town Administrator. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- b) The Contractor shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Contractor shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days

may be assessed an interest charge of one and one-half percent (1.5%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- a) The Town designates _____ [staff member]_, _____ [staff title]_, as the responsible Town staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by said Town staff and such person's designees.
- b) The Contractor designates _____ [Contractor's project manager's name]_ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, and such replacement require the Town or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

6.0 TERM

The term of this Agreement shall be _____ [start date]_, 20__ to _____ [end date]_, unless the Agreement is sooner terminated pursuant to Section 13, below. The Contractor's services under this Agreement shall commence upon execution of this Agreement by the Town and shall progress so that the Services are completed in a timely fashion consistent with the Town's requirements. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Bennett Board of Trustees, in its sole discretion.

7.0 INSURANCE

- a) The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.3. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall include the Town of Bennett, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Bennett, its officers and its employees, and shall contain a severability of interests provision.

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property

damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the Town of Bennett under this contract.

- 7.1.4 If the Services include the performance of professional services (e.g., architect, engineer, accountant, attorney), Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) per claim and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.2 The Contractor's general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.
- 7.5 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the Town or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys'

fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

9.0 QUALITY OF WORK

Contractor's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

The parties agree that the Contractor is an independent contractor and not an employee of the Town and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the Town. Contractor shall have the right to contract and represents that it does contract for similar services with others. Any provisions in this Agreement that may appear to give the Town the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the Town as to end results of the work only. This Contract shall not, in any way, be construed to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The Town will not pay a salary or hourly rate, instead of a fixed or contract rate. The Town will not withhold Social Security, Medicare, State or Federal taxes. Earnings in excess of \$600.00 per year will be recorded on IRS Form 1099-MISC and reported to the IRS.

AS AN INDEPENDENT CONTRACTOR, CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME OTHER ENTITY. THE CONTRACTOR IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS CONTRACT.

11.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

- a) This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

- b) In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Contractor shall not provide copies of any such material to any other party without the prior written consent of the Town.

16.0 ENFORCEMENT

In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs. Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Adams County in connection with any dispute arising out of or in any matter connected with this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

- 17.1 Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Exhibit B, the "Town of Bennett Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Contractor's Pre-Contract Certification which Contractor has executed and delivered to the Town prior to Contractor's execution of this Agreement.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested,

by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Bennett
Attn: Town Administrator
207 Muegge Way
Bennett, CO 80102
Telephone: (303) 644-3249
Fax: (303) 644-4125

If to the Contractor:

___ [Contractor name] _____
___ [Contact person] _____
___ [address] _____
___ [city, state, zip] _____
Telephone: _____
Fax: _____

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the Town.

TOWN OF BENNETT
A Colorado Municipal Corporation

By: _____
Mayor

Attest: _____
Town Clerk

CONTRACTOR:

By: _____
Title: _____
Date: _____

Exhibit A – Scope of Services and Price Information

[See Following Page(s)]

Exhibit B

**Town of Bennett Public Services Contract Addendum
Prohibition Against Employing Illegal Aliens**

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

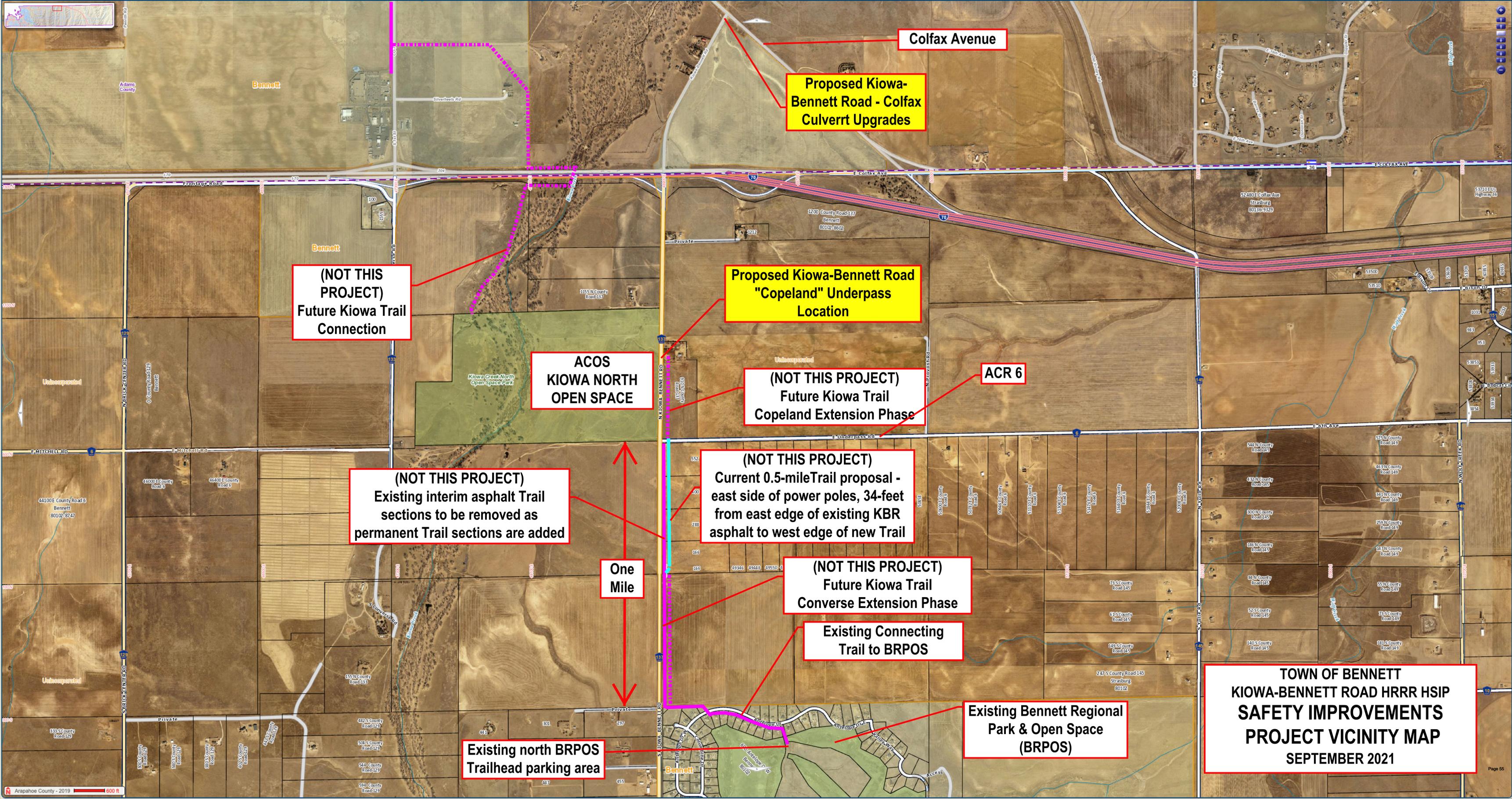
Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

**Pre-Contract Certification
in Compliance with C.R.S. Section 8-17.5-102(1)**

From: _____
(Prospective Contractor)

To: Town of Bennett



Colfax Avenue

Proposed Kiowa-Bennett Road - Colfax Culvert Upgrades

**(NOT THIS PROJECT)
Future Kiowa Trail Connection**

Proposed Kiowa-Bennett Road "Copeland" Underpass Location

**ACOS
KIOWA NORTH
OPEN SPACE**

**(NOT THIS PROJECT)
Future Kiowa Trail Copeland Extension Phase**

ACR 6

**(NOT THIS PROJECT)
Existing interim asphalt Trail sections to be removed as permanent Trail sections are added**

**(NOT THIS PROJECT)
Current 0.5-mile Trail proposal - east side of power poles, 34-foot from east edge of existing KBR asphalt to west edge of new Trail**

One Mile

**(NOT THIS PROJECT)
Future Kiowa Trail Converse Extension Phase**

Existing Connecting Trail to BRPOS

Existing north BRPOS Trailhead parking area

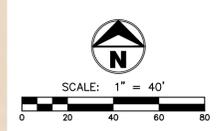
Existing Bennett Regional Park & Open Space (BRPOS)

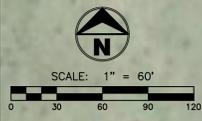
**TOWN OF BENNETT
KIOWA-BENNETT ROAD HRRR HSIP
SAFETY IMPROVEMENTS
PROJECT VICINITY MAP
SEPTEMBER 2021**



NO.	DATE	BY	CHKD	DESCRIPTION

Project No. 728
 Date 08/MAY/19
 By LD
 Scale 1" = 40'
 Sheet





NO	DATE	BY	CHK'D	DESCRIPTION

Project No. 728
 Date 06/NOV/18
 By LD
 Scale 1" = 20'
 Sheet 1
 Page 2

KIOWA CREEK

KIOWA NORTH
OPEN SPACE
EX DRAINAGE

KIOWA NORTH
OPEN SPACE
NE AREA

KIOWA-BENNETT ROAD
EX 80' ROW PR 114' ROW

ADDITIONAL 17-FT ROW
TO BE SECURED THIS
PROJECT

EX 4-FT DIAMETER CSP CULVERT
W FAILING EMBANKMENT -
PROPOSE TO REPLACE WITH
TRAIL UNDERPASS

COPELAND
CORRAL - TO BE
REFERENCED

VIEW FROM
COPELAND CORRAL AT K-B ROAD
LOOKING NORTHWEST

KIOWA-BENNETT ROAD
EX 80' ROW PR 114' ROW

COPELAND
CORRAL - TO BE
REFERENCED

EX UNNAMED LOCAL
DRAINAGEWAY
FROM SOUTHEAST

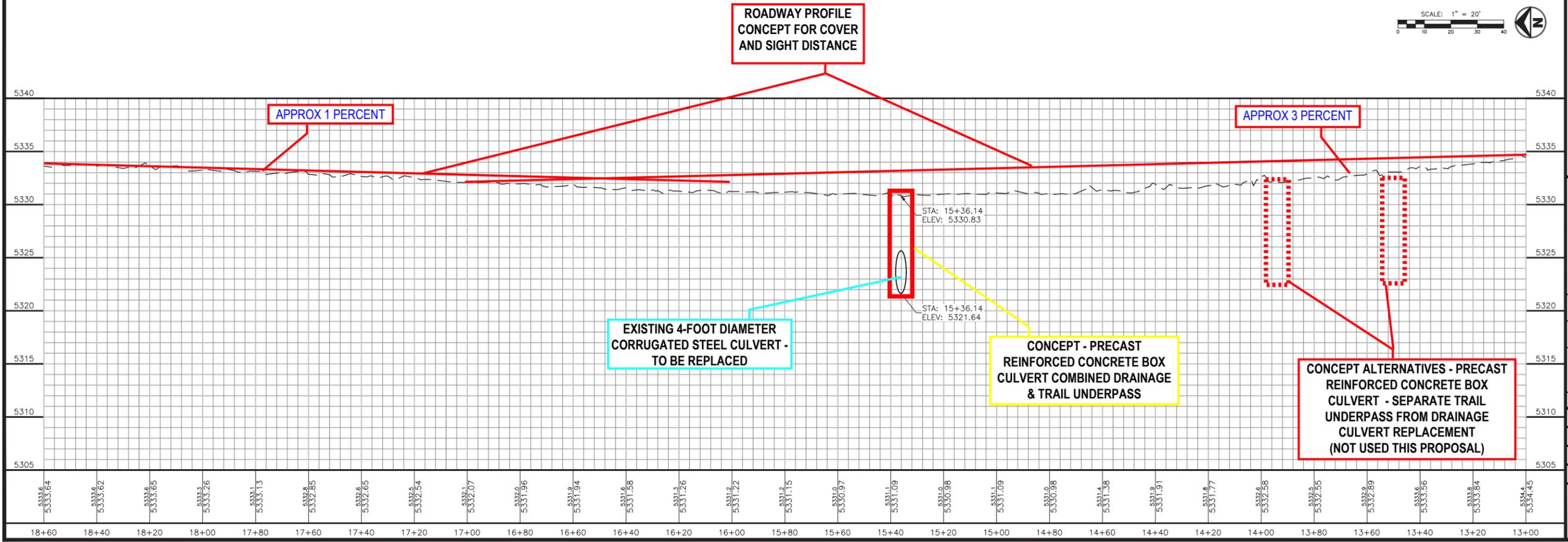
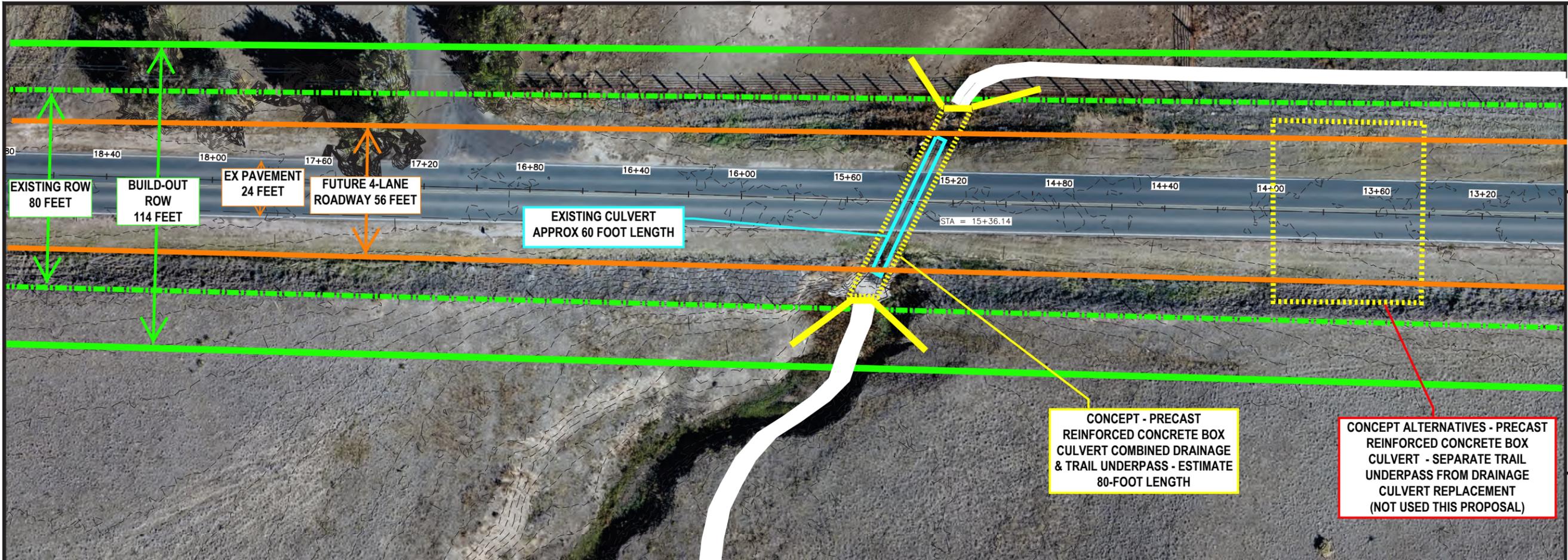


ADDITIONAL 17-FT
ROW TO BE
SECURED THIS
PROJECT

EX 4-FT DIAMETER CSP
CULVERT W FAILING
EMBANKMENT - PROPOSE TO
REPLACE WITH TRAIL
UNDERPASS

KIOWA NORTH
OPEN SPACE
NE AREA

VIEW FROM
COPELAND CORRAL AT K-B ROAD
LOOKING SOUTHEAST



NO	DATE	BY	CHK'D	DESCRIPTION

Project No. 728
 Date 06/NOV/18
 By LD
 Scale 1" = 20'



Town of Bennett

207 MUEGGE WAY
BENNETT, COLORADO
80102-7806
(303) 644-3249

REQUEST FOR PROPOSALS ADDENDUM #1

Date: October 6, 2021

Proposal Number: RFP 21-012
Proposal Title: Kiowa-Bennett Road Safety Improvements Design

For Additional Information Please Contact: Robin Price, Public Works Director
(303) 644-3249 ext 1013
rprice@bennett.co.us

Documents Included in Addendum #1: New Instructions below / RFI Responses

This Addendum supersedes previously issued "Request for Proposal" (RFP) Documents by adding to, deleting from and/or modifying them as set forth herein. To the extent any such addition, deletion or modification result in any conflict or inconsistency between the previously issued RFP Documents and this Addendum, this Addendum shall take precedence.

Request for Proposals, various sections and information previously provided are clarified or modified via the following information, provided as responses to submitted questions:

1. With a Federal procurement, qualification-based selection without initial fee proposal is typical. Was the fee inclusion inadvertent, or is the fee proposal required? ***The design services are being paid by the Town directly, without reimbursement by Federal funds, and as such, are subject to Town procurement policy only. The Town desires fee proposals included, as a basis for a portion of the consultant and proposal evaluation scoring. Fees are not the only, and are not the majority, scoring factor for the Town's consultant evaluation.***
2. Is there DBE participation required for the Project? ***There is no DBE requirement for the Project design services. The Town supports and encourages DBE opportunity and inclusion for all Town Projects.***
3. Is the Project schedule negotiable? ***The Town welcomes and encourages consultants, as the subject-matter and process experts, to provide candid narrative and exhibit commentary on schedule expectations, estimates and especially key timeline factors, considerations, concerns and risks.***
4. Does the Project Scope include roadway widening and intersection realignment (shown as "Future" on the exhibit)? ***The Project Scope DOES NOT include widening and intersection realignment design nor construction at the Kiowa-Bennett Road (KBR) – Colfax Avenue intersection. The culvert design will be expected to be of a length to accommodate the future widening and realignment per graphic exhibits provided by the Town.***

5. Is the sediment control scope limited to sediment at and through the culvert near Colfax Avenue? **Yes, the sediment control scope for this Project is limited to sediment at and through the Colfax Avenue culvert.**
6. Are there existing concerns with roadway overtopping, flooding or sediment issues related to the roadway or roadway drainage? **Yes, prior culvert blockage due to sediment build-up at the KBR-Colfax culvert has led to historic, pre-Project overtopping, and undercutting, of KBR.**
7. What is the size of the existing culvert near Colfax Avenue? **The subject, existing KBR crossing culvert just south of Colfax is 3-foot diameter corrugated metal pipe (CMP).**
8. What is driving the current June 30, 2022 Project delivery deadline? **The June 30, 2022 Project delivery deadline is the current prevailing / governing deadline with CDOT and FHWA for the HRRR HSIP funding requirements.**
9. Has CDOT expressed willingness to expedite the FIR / FOR process for this Project to meet the Project delivery deadline? **No.**
10. What is the extent of FHWA oversight and review? **FHWA is providing HRRR HSIP funding for the culvert improvements as safety improvements, as administered by CDOT. FHWA is not expected to have direct technical involvement.**
11. What is the desired width of the pedestrian path and underpass? **The pedestrian path and underpass will be 10 (ten) foot width.**
12. How much of the trail design west and south of the pedestrian underpass crossing will be included in this Project? **The design should anticipate 100 feet of approach trail in each direction from the pedestrian underpass.**
13. What is the Budget for the Project? **The total Budget for construction on the project is \$748,500, exclusive of design and related professional services. The Town Budget for design and professional services is not disclosed at this time.**
14. Does the Town have an IGA with CDOT for the Project? Will this be provided to consultants for review? **The Town has executed an IGA with CDOT for this Project. The Town will post the IGA to the Town RFP web site.**
15. Who is CDOT's Project Manager? **Tracy Vance is the CDOT Project Manager.**
16. Will there be a CDOT Scoping Meeting following the Town's consultant selection? **Yes.**
17. Will the Town be responsible for preparing right-of-way plans for CDOT ROW clearance? **Yes, the Town will be responsible for preparing the right-of-way plans for CDOT ROW clearance, based on improvement and construction layout and extents provided by the selected consultant.**
18. Will the consultant be responsible to attend the CDOT ROW meeting? **No.**
19. Is the consultant responsible for preparing a Stormwater Management Plan required for the CDOT environmental clearance? **Yes.**



welcome neighbors.



Proposal to Provide Professional Engineering Services for

KIOWA-BENNETT ROAD SAFETY IMPROVEMENTS DESIGN

RFP No. 21-012

ICON
ENGINEERING

Page 63

October 11, 2021



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“I just wanted to pass on a compliment that our “team” received yesterday. Mrs. Smith (east side property owner - Miller Street at North Coon Creek) came up to our progress meeting yesterday. With a tear in her eye she said “I want to thank all of you for what you have done on this project, I never imagined that it would look this good”. Each of you has made significant contributions to the successful completion of this project, which at times has been challenging. In addition to Mrs. Smith’s compliment I wanted to pass on my gratitude for “all” that you all have done.”

John Conn, Senior Engineer
Jefferson County Transportation and Engineering Division
RE: North Branch of Racoon Creek and
Miller Street Improvements Project

October 11, 2021

Robin Price
Town of Bennett, Town Hall
207 Muegge Way
Bennett, CO 80102-7806

RE: KIOWA-BENNETT ROAD SAFETY IMPROVEMENTS DESIGN, PROJECT NO. 21-012

Dear Ms. Price and Selection Committee Members:

Thank you for the opportunity to submit this proposal for Professional Engineering Services to improve two areas along Kiowa-Bennett Road. We understand that the key project goals include improving safety and mobility for vehicles and pedestrians at both project sites. The project is partially funded by the FHWA through their Highway Safety Improvement Program (HSIP) for High-Risk Rural Roads (HRRR), and because the grant is administered by CDOT, it must meet CDOT's Local Agency (LA) requirements.

Our proposal documents ICON's extensive experience with projects including grade-separated pedestrian crossings, roadway, and drainage improvements similar to what is required for your project. In September of this year, we completed an LA project with CDOT's project manager, Tracy Vance, for Trail Wayfinding in the City of Thornton; and earlier this year, we completed another Region 1 LA project for Adams County which was quite a bit more complex, including \$10M in multimodal roadway, traffic, and drainage improvements. Our recent work on these Region 1 CDOT LA projects is a testament to our knowledge and understanding of CDOT's requirements and the schedule-critical clearance processes that must be completed prior to beginning right of way acquisitions and advertising for construction.

We understand that the Town has engaged several consultants who will complete survey and mapping, right-of-way plans, legal descriptions and exhibits, utility test holes, and environmental studies. Our experience and knowledge with 5 Region 1 LA projects over the last 5 years will allow us to work closely with the Town and your team to guide the project and meet expectations and goals, while minimizing the project budget.

We invite you to closely examine our qualifications, experience, and approach to completing the Scope of Work. We certify that our firm is qualified to complete the requested Scope of Work, and that the information contained within our proposal is true and complete to the best of our knowledge. Scott Reed will be our Project Manager and primary contact for the duration of the project. Please don't hesitate to contact us with any questions about our proposal.

Sincerely,
ICON Engineering, Inc.



Matthew J. Ursetta, PE
President & Principal-in-Charge
mursetta@iconeng.com



Scott Reed, PE
Project Manager
sreed@iconeng.com



ICON'S QUALIFICATIONS

ICON is a locally owned firm located at 7000 S. Yosemite St, Suite 120, Centennial and has a total of 30 employees, including 16 registered Professional Engineers and 9 Certified Floodplain Managers, with additional support engineers, GIS specialists, CAD technicians, and administration personnel to support our work. For 24 years, ICON has excelled at providing the following services to our clients:

- Multimodal Transportation Design
- Parks, Trails & Open Space Design
- Development Engineering
- Stormwater Collection Systems & Water Quality Treatment Design
- Floodplain Management Services & Stream Restoration Design
- Construction Management
- GIS Inventory & Analysis

ICON's capabilities span the entire life cycle of projects:

Planning

We provide feasibility planning studies, facilitating public outreach programs, preliminary quantity calculations, cost estimates, determining permitting requirements, assisting with grant applications, and determining land acquisition and right-of-way requirements.

Design

ICON staff works almost exclusively on public works / civil infrastructure projects in Colorado, and have honed our design practice to routinely meet local standards and other regulations and design guidance from sources listed in the Standards Scope of Work. Additionally, our project managers and design engineers are trained in using CDOT standard specifications as a basis for our local agency contract documents.

Management

We provide construction administration services such as assisting with bidding, contractor qualification reviews, shop drawing reviews, payment requests and responses to RFI's, etc. We also provide full time or part time construction inspection.

RELEVANT FIRM EXPERIENCE

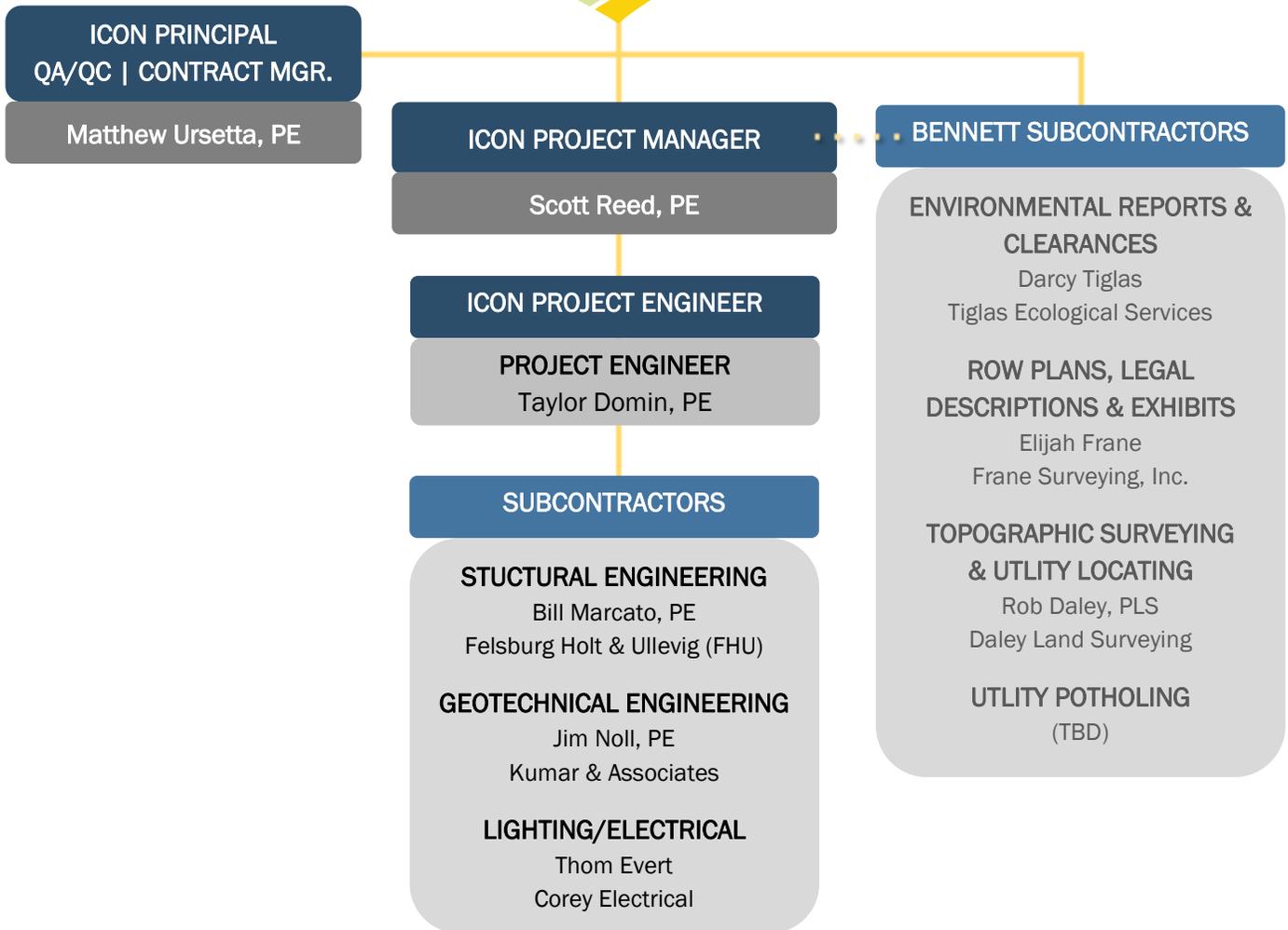
In addition to the projects listed in *Section 4*, ICON has designed local, collector, and arterial roadways, state highways, and CDOT local agency projects which require obtaining environmental, right-of-way, and utility clearances. These have all included right-of-way drawings, construction phasing, public involvement, traffic control plans, pedestrian mobility, drainage design, storm sewers, swales, water quality features, permanent BMP's, storm water management plans, erosion control, and preparation of erosion sediment control plans.



Holly Street at Brantner Gulch—Culvert & Pedestrian Underpass, Thornton Page 66

PROJECT TEAM

ICON will be the prime consultant and will manage a handful of specialized subcontractors, all of which have teamed with ICON on numerous past and ongoing projects. All key personnel have worked together on recent similar type projects, and each brings significant knowledge of roadway and drainage design criteria, standard plans and specifications, and review and approval processes. Our team’s organization, qualifications, availability, and experience are summarized below. Full page resumes can be found at the end of this section. **100% of our team’s key personnel are located within the Denver area.**



KEY PERSONNEL—ICON ENGINEERING



MATT URSETTA, PE

Principal & Contract Manager

Responsibilities: Quality Assurance through QA Reviews, Resource Allocation, and Contract Management.

Total Years of Experience: 38 | Availability: 15%

Matt brings nearly 38 years of experience in delivering numerous infrastructure and roadway design projects all around Adams and Arapahoe Counties, which have significantly improved safety for residents traveling on roadways and trails, and increased the level of protection from flooding of homes and businesses. Matt’s extensive experience in civil engineering includes water resources, multi-modal roadway design, residential and commercial development, and utility design.



SCOTT REED, PE

Project Manager & Primary Contact | Responsibilities: Scope, Schedule and Budget Control, Design Oversight, Quality Control, Subconsultant Management, Stakeholder Engagement, and Successful Project Completion.

Total Years of Experience: 17 | Availability: 50%

After visiting the project site, Scott has become familiar with the project’s various constraints and critical issues, and has worked with Matt and Taylor to develop a comprehensive concept improvement plan for this project. Scott’s strong communication, organization, and people skills, paired with his technical expertise, recent and ongoing design and construction management experience, and seamless working relationships with the region’s utility company representatives, will enable Scott to effectively gain stakeholder consensus and drive this project to a timely and cost effective completion.



TAYLOR DOMIN, PE

Project Engineer

Responsibilities: Roadway and Drainage design.

Total Years of Experience: 9 | Availability: 70%

Taylor has been working closely with Matt and Scott on several projects in northern Denver that have included stormwater, pedestrian and roadway design. His strong attention to detail and communication skills add great value to our design team.

“ICON Engineering has been completing roadway designs for the City of Thornton since 2008. Their work has included projects funded by the City and projects that included federal funds. They have a strong understanding of CDOT’s Local Agency processes, requirements, and clearances. Their strength comes from their experienced personnel and ability to adapt their services to what each individual project requires. ICON can be counted on to produce quality products with excellent project management. Their staff is always responsive to our needs and has dealt with all City staff in a very professional manner. I would not hesitate to hire them again for roadway design services.”



Dan Schiltz, PE—Project Manager
City of Thornton

KEY PERSONNEL—SUBCONTRACTORS



BILL MARCATO, PE

Felsburg Holt & Ullevig (FHU)

Total Years of Experience: 27 | Availability: 20%

Responsibilities: Structural Engineering

Bill has over 27 years of experience in the field of structural engineering focusing on transportation structures and commercial and residential building design. Bill’s specialties include roadway and pedestrian bridges, a wide variety of retaining walls, noise walls, drainage/pedestrian culverts, as well as commercial and residential building design. Responsibilities have included project management, conceptual through final structural design, cost estimating, and construction administration and observation.



JIM NOLL, PE

Kumar & Associates

Total Years of Experience: 38 | Availability: 20%

Responsibilities: Geology, Soils Investigation, and Ground Water Control Project

Jim’s transportation related project experience ranges from urban interchanges to mountainous terrain to rural aggregate surface roadways and local neighborhoods. He has performed a wide variety of investigations, engineering, and pavement design services for projects all over the state, managing projects from small-scale to large, as well as multi-year contracts for various governmental agencies.



THOM EVERT

Corey Electrical Engineering (M/WBE)

Total Years of Experience: 20 | Availability: 20%

Responsibilities: Street Lighting Design

Thom has worked on numerous roadway and trail projects with ICON. As a lead Project Engineer at Corey, he is very familiar with all aspects of electrical systems including power distribution systems, lighting and communication systems design, access control and security, lightning protection grounding, standby power, computer rooms and UPS systems, and emergency power and lighting.



“ICON Engineering has provided exceptional service. They are attentive to my needs and communicate successfully to develop solutions to complex design requests.”

Bobby Redd, PE –City of Boulder Transportation & Mobility Department



YEARS OF EXPERIENCE

38

PROFESSIONAL REGISTRATION

PE | Colorado

EDUCATION

BS | Civil Engineering

Colorado State University | 1983

CONTACT

mursetta@iconeng.com

(303) 221-0802

Matt's extensive career in civil engineering lends a strong background in Independent QA/QC reviews on projects. Over the years, Matt has prepared feasibility studies, conceptual designs, preliminary designs, final designs and construction related documents and services. Matt is also considered an industry expert in water resources, with experience including hydrologic and hydraulic analysis, preparation of feasibility studies, design of dams and large-scale detention facilities, design of large open channel restoration projects, and design of storm sewer outfall systems from preliminary through final design.

PROJECT EXPERIENCE

Brantner Elementary School Trail | Thornton, CO

Matt served as Principal for the Brantner School Trail project in Thornton. This project included CDOT/Federal funding in support of the Safe Route to School program and included design and construction specifications of an eight-foot wide concrete trail system to connect 131st Place and Spruce Place, including a short sidewalk section directly to the elementary school.

DRCOG Fastrack Trails | Thornton/CDOT, Colorado

Matt served as Principal for this Local Agency project that included design of several pedestrian/bicycle trail segments that allow easy non-vehicular access to RTD Fastrack stations as part of the North Metro Rail Line. He assisted with design and specifications of 16,500 feet of eight-foot to ten-foot wide concrete trail systems connecting future RTD Fastrack stations to existing trails within the City of Thornton.

84th and Grant Street Intersection Improvements | Thornton, CO

ICON completed local and major drainage analysis and design, utilities coordination and clearance, Erosion and Sediment Control Plans, and a Storm Water Management Plan as a subconsultant to Stolfus and Associates for this CDOT Local Agency project. The intersection was widened to the north and south to accommodate the addition of left turn lanes in all directions. Our services included a Phase III Drainage Study, storm sewer design, utility locates, utility coordination, and utility letters and specifications. The project was located in the 100-year floodplain of Niver Creek and required a detailed hydraulics analysis to allow the City to proceed into construction with only a no-rise floodplain permit. ICON completed CDOT project special provisions for drainage, utilities, and the SWMP.

First Creek / First Creek Trail | Denver & MHFD, CO

The project involved stream restoration along First Creek from Tower Road downstream to Buckley Road. The project also included 7,300-ft. of 10-ft. wide concrete trail with a 5-ft. attached soft surface for equestrian use. Design included raising the channel bottom, and adding a 32-ft. wide by 10 to 12-ft. tall cast-in-place concrete culvert under 56th Ave to offset the loss in channel capacity caused by raising the channel and to serve as a trial crossing under 56th Ave. The culvert was constructed next to an existing bridge and required the relocation of a 24-inch high pressure gas line, a 42-inch sanitary sewer line, an irrigation line, and several fiber optic telecommunication lines. The trail continued downstream of the channel improvements through a heavily wooded area on DÍA property. The project included a detailed hydraulic analysis, 404 permitting, full time construction management, and a LOMR after construction.



YEARS OF EXPERIENCE

17

PROFESSIONAL REGISTRATION

PE | Colorado

PE | California

EDUCATION

BS | Civil Engineering

University of Louisiana

Lafayette | 2006

CONTACT

sreed@iconeng.com

(303) 221-0802

Scott is best known for managing and designing public works, transportation, urban development, and multi-disciplinary engineering projects ranging from small to multi-million dollars. He has effectively driven many projects with public-private and multi-agency stakeholder interests to successful, timely completion satisfying all parties involved.

PROJECT EXPERIENCE

Trail Wayfinding | Thornton, CO

Scott served as the Project Manager for the final design of this trail wayfinding signage project, which was funded with a DRCOG grant requiring the CDOT Local Agency approval process. The scope of work included special sign design, structural and geotechnical engineering, survey and right of way determination, stormwater management plans using CDOT's template, specifications and project special provisions in CDOT format, and the strategic placement of proposed signs to avoid the need for additional right of way. The environmental work and Cat-Ex determination was completed by a consultant contracted directly with the City and Reed and the environmental consultant worked together closely to keep the project on schedule. Even though the FIR and FOR submittals were combined, **Reed was successful working with Tracy Vance from CDOT to drive the project to completion in just under 6 months.**

Dahlia Street Roadway & Drainage Improvements | Adams County, CO

This project entails the reconstruction and widening of Dahlia Street from East 72nd Way to East 78th Avenue and construction of a 72" RCP mainline drainage system. The existing road was two lanes in an industrial area with heavy truck traffic. The improved roadway section will include reconstructed pavement section with curb and gutter, sidewalks, two travel lanes with auxiliary turn lanes, and on-street bike lanes separated by 5-ft wide buffers. **Environmental clearances, right-of-way acquisition, construction plans/specifications, community outreach, and CDOT local agency approval was required.** Additionally, ICON also coordinated extensive water, sanitary sewer, gas, electric, and communication utility relocations. Features include a new traffic signal at Dahlia St and SH 224, new street lighting, complex traffic control and phasing plans, and a 72" storm sewer main per the drainage master plan. Finally extensive stakeholder coordination was involved—including with Commerce City, South Adams County Water and Sanitation District, various Utility companies, private property owners, and business owners. ICON will be providing construction administration on this project. Matt, Scott and Taylor worked on the engineering design.

Airport Creek and Rock Creek Pedestrian Crossings | Broomfield, CO

Scott is currently serving as Project Manager for this project which **includes developing alternative concepts for multi-use trail grade-separated crossings** of BNSF railroads and Midway Blvd at two separate locations along Airport and Rock Creeks. The project is currently still in the alternatives analysis phase with the leading alternatives including a 14-foot diameter culvert that would be tunneled, an over-pass bridge, and an open-cut box culvert. Once an alternative is selected, design will advance to roughly 10% in order to prepare cost estimates and define exact environmental permitting requirements. Other aspects of the current study include floodplain modeling, structural engineering, tunneling design, geotechnical investigation, topographic and boundary survey, and environmental field work and desktop permitting analyses.



YEARS OF EXPERIENCE

9

PROFESSIONAL REGISTRATION

PE | Arizona

PE | Colorado

EDUCATION

BS | Civil Engineering

(Minor in Chemistry)

Northern Arizona University | 2012

BS | Environmental Engineering
Northern Arizona University | 2012

CONTACT

tdomin@iconeng.com

(303) 221-0802

A bright and ambitious engineer, Taylor has a vast amount of design experience that spans the civil engineering areas of trails, roadway, grading, drainage, sanitary sewer, domestic water, land development, and structural design of retaining walls. He is talented at preparing plans from preliminary design through construction documents, preparing technical reports, providing clear communication with project stakeholders, and has a keen eye for detailing unique characteristics at each job site. Taylor is well versed in the latest modeling software including AutoCAD Civil 3D, HEC-RAS, HEC-HMS, and HY-8.

PROJECT EXPERIENCE

Thornton Trail Connections | Thornton, CO

Taylor assisted in the design improvements for these two trail segments. The first replaces two existing asphalt sections (2800-ft total) of the Niver Creek Trail between 88th Avenue and Grant Street. The second was the design of a 380-ft trail connecting the Thorncreek Trail to a future extension of the Big Dry Creek Trail. This trail connection includes a pedestrian bridge over Big Dry Creek east of I-25. Included in the design are floodplain permits, evaluating floodplain hydraulics, CLOMR, stormwater management plan, erosion and sediment control plans, and coordination with MHFD, CDOT and development project coordinators. The design follows AASHTO guidelines and ICON provided construction oversight

Inspiration Trail | Aurora, CO

This regional multiuse trail project currently in design crosses Piney Creek and includes filling in a floodway and preparing hydraulic models to submit a no-rise condition. The trail will be designed to meet ADA requirements and will meet environmental clearance requirements due to wetland impacts. It involves intensive utility coordination with electric transmission (overhead power lines) and underground gas lines, as well as a license agreement with utility owners. Additionally, easements with private property owners are needed and the trail will be designed to meet AASHTO design guidelines for bikeway facilities.

Dahlia Street Roadway & Drainage Improvements | Adams County, CO

Taylor has been heavily involved as Project Engineer on this roadway and drainage improvement project. Aspects included a multi-faceted re-routing of stormwater to the Dahlia Pond as well as a roadway widening from 74th to 78th Avenue.

Dahlia Street Storm Drain Outfall, Phase 1 | Adams County, CO

Taylor served as Project Engineer on the design of this project which included alternatives analysis for tunneling, storm alignment, and a temporary bypass canal, as well as construction plans, cost estimates, specifications, utility coordination, and various permitting. Design included storm drain plans, storm drain hydraulic modeling, grading design, erosion/sediment control plans, stormwater master planning, and unique storm drain trench back-fill details to prevent seepage from landfill and canal. Having the contractor's input during the design phase led to identifying accurate temporary construction easements to be defined early on, which were instrumental in executing agreements with the business owners.

Eastlake Station and 124th Avenue Overflow Parking Lot | Thornton, CO

The Eastlake Station overflow parking lot on 124th near the Eastlake Subdivision will provide 154 parking spaces with a modified sidewalk to include lighting, pavement markings, landscaping, water quality features, bike lanes, roadway widening, and pedestrian access to the RTD lightrail station.



BILL MARCATO, PE
Senior Bridge Engineer

BACKGROUND

Bill has over 27 years of experience in the field of structural engineering focusing on transportation structures and commercial and residential building design. Bill's specialties include roadway and pedestrian bridges, a wide variety of retaining walls, noise walls, drainage/pedestrian culverts, as well as commercial and residential building design. Responsibilities have included project management, conceptual through final structural design, cost estimating, and construction administration and observation. He has been a licensed Professional Engineer since 1997.

PROJECT EXPERIENCE

High Line Canal at Yale/Holly Preliminary Design, Denver, CO

Bill is currently serving as Project Manager and Lead Structural Designer for the feasibility study of a proposed underpass for the High Line Canal Trail beneath Yale Avenue. The underpass would replace the inefficient and unsafe at-grade trail crossing that users currently need to navigate at the site. An intermediate pressure gas line and a large fiber optic duct bank will need to be relocated to avoid interfering with the underpass. FHU has coordinated with the utility owners to review available relocation alternatives. Should the underpass be found to be feasible, FHU will conduct a preliminary design.

Southern Connector Bridge Design, Douglas County, CO

A roadway providing a critical link for new development in Douglas County required the construction of four new bridges spanning drainages along the alignment. Bill provided final designs for two bridges, including a single span, 120' bridge spanning an un-named drainage and a 3-span, 400' bridge spanning Indian Creek. Each bridge used precast prestressed concrete bulb tee (BT) girders. Deep steel H-pile and drilled concrete pier foundations were used to support the bridges in sandy soils highly vulnerable to scour from flood events. Bill also provided structural designs for drainage infrastructure related to a new regional detention pond being constructed with the project.

Holly Street (McKay Road) Extension, Thornton, CO

Bill designed three concrete box culverts for transmitting drainage and irrigation systems under the Holly Street Extension, now named McKay Road. A 7-cell box culvert was designed at Grange Hall Creek to accommodate recommendations from the previously developed Grange Hall Creek Major Drainageway Study. He integrated drainage control structures upstream and downstream of the culvert into the design.

High Line Canal Grade Separation Feasibility Study, Arapahoe County, CO

As Structures Lead, Bill provided the conceptual structural layouts for the grade separation alternatives studied for the High Line Canal Crossing Study for Arapahoe County. He applied his extensive knowledge of ADA-compliant bicycle-friendly structures to the project. The project included the evaluation of nine separate crossings, for which a total of more than 15 structure alternatives and types were laid out and cost estimates developed. Conceptual structure layouts were included in the final report that can be used to advance future projects.

Yale/Wabash Bridge, Arapahoe County, CO

Bill fulfilled a dual role as Project Manager and Lead Bridge Engineer for the design of a new roadway segment that included a new bridge crossing Cherry Creek. He completed the structure selection process and preliminary design for a two-span precast/prestressed concrete box-girder bridge. The new roadway provides improved emergency response to residential developments served by Arapahoe County and provides a key link in the area's transportation system. Other design tasks included realigning the Cherry Creek Bicycle and Pedestrian Trail beneath the new bridge, roadway and drainage improvements along adjacent streets, and channel improvements to Cherry Creek to maintain existing hydraulic characteristics.

EDUCATION

BS, Civil Engineering, Lehigh University, 1991

REGISTRATION

Professional Engineer—CO, OK, MT, SD

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

American Institute of Steel Construction (AISC)



YEARS OF EXPERIENCE

37

PROFESSIONAL REGISTRATION

PE | Colorado

EDUCATION

BS | Civil Engineering | 1985
University of Colorado

BS | Geology | 1979
Winona State University

CONTACT

jnoll@kumarusa.com
(303) 742-9700

Mr. Noll has over 37 years of experience in geotechnical, geological and materials engineering. He has performed a wide variety of investigations and engineering services for projects including transportation; drainage/ waterways; retail, industrial and commercial buildings; water and wastewater treatment/distribution facilities; residential development; earthen dams; and mining operations. Structures associated with the projects include single to multi span bridges and viaducts, and numerous retaining wall types. Transportation related projects range from urban interchanges to mountainous terrain to rural aggregate surface roadways. His background includes project management ranging from small-scale projects to large, multi-year contracts for various governmental agencies.

PROJECT EXPERIENCE

Project Manager and Senior Engineer for various projects **with ICON**, including:

- 128th & Claude Court Widening | Thornton
- Carol Way, Locust Street & 77th Avenue Roadway & Drainage Improvements | Adams County
- Claude Court Realignment | Thornton
- Jackson Street Storm Drain Improvements | Denver
- Sanderson Gulch Drainage Improvements | Denver
- Stanley Marketplace Water Quality Pond | Denver
- Niver Creek Tributary M Drainage Improvements | Thornton/MHFD

Project Manager for numerous roadway construction/interchange projects throughout Colorado. The projects include:

- E-470 Segment 1 Reconstruction
- E-470 Widening, Parker Road to Quincy Avenue
- I-25 and 84th Avenue, Colfax Avenue (SH 40) and Federal Boulevard Bridge Replacement
- I-70 and S.H. 58 Interchange Improvements
- I-70/E-470 Interchange Design/Build Project
- 144th Avenue and I-25 Interchange
- I-25/23rd Avenue Braided Ramp and Collector/Distributor Road
- I-225 and Alameda Avenue Interchange
- C-470 Extension from I-70 to U.S. 6
- State Highway 40 Limon to Hugo
- Park Avenue Viaduct from the Platte River to Blake Street



YEARS OF EXPERIENCE

20

EDUCATION

Denver Technical Institute |
AA | Applied Science Electro-
Mech Drafting | University of
Colorado Denver

CONTACT

tevert@coreyeng.com
(303) 696-1257

As Lead Project Engineer at Corey, Thom is efficient and ready to address any problem that comes to the forefront on any engineering project. Thom is project oriented, committed to detail and to providing the best electrical construction documentation possible on all his projects. He is a good communicator and is adept at NEC code review and has good insight into field conditions, efficiency considerations and cost. Thom has extensive experience with energy codes, the IECC and LEED design projects. Thom has solid work experience with APS, DPS, Jeff CO, LPS and City and County of Denver projects. He is very familiar with all aspects of electrical systems including power distribution systems, lighting and communication systems design, access control and security, lightning protection grounding, standby power, computer rooms and UPS systems and emergency power and lighting, major renovation/remodel projects and tenant finish for office and retail spaces.

PROJECT EXPERIENCE

- **DPS PSC Sign and Flag Pole Lighting**
- **DEN Fire Station #35 9/11 Memorial Lighting**
- **Diamond Hill Building D Signage Lighting**
- **Meadows Marketplace Monument Sign**

Tollgate Creek Trail and 13th Ave. Bridge | Thornton, CO (with ICON)

Electrical Construction Documents for lighting support, power and control requirement to light under the I225 overpass and as required at the 13th Street Bridge to accommodate the new light rail station at that location.

128th and Claude Court | Thornton, CO (with ICON)

Electrical Construction Documents for lighting and affiliated power requirements to light 128th Avenue from Lafayette St. to the intersection of Claude Court and Claude Court from 126th Avenue to 128th Avenue.

Brantner Gulch at Holly Street | Thornton, CO (with ICON)

Electrical construction documents for lighting at the culvert for Brantner Gulch, under Holly Street. Street lighting, trail lighting and culvert lighting were to be installed by the City of Thornton. This project was the first City of Thornton street project to utilize LED lighting which was addressed with a photometric lighting submittal, approved by the design team, the City of Thornton, United Power and Xcel Energy.

Bolling Drive Tributary Channel Improvements | Aurora, CO (with ICON)

Electrical construction documents for the electrical service and lighting at the Aurora Water culvert under Bolling Drive in Aurora, CO. Pedestrian lighting was located in a walkway and water channel located under the street. Lighting photometrics and lighting submittals, approved by the design team where the city of Aurora Water and Xcel Energy shared the lighting for this walkway.

A. PROJECT UNDERSTANDING

Our understanding, approach, and perspective on the major components of work are tailored to focus on the main objective of this project: to design and construct drainage and pedestrian facilities that will enhance highway safety in and around Kiowa-Bennett Road (KBR) and meet the requirements of CDOT’s Local Agency (LA) process to ensure that construction of the project can be completed as soon as possible. Due to federal funding, the project will require approvals/clearances from the following CDOT specialty groups:

- | | |
|-----------------------|-------------------------|
| 1. Environmental | 6. Traffic |
| 2. Water Quality | 7. Utility and Railroad |
| 3. Right-of-Way (ROW) | 8. Bridge |
| 4. Materials | 9. Hydraulics |
| 5. Geotechnical | |

Following CDOT clearances, FHWA approval will be required. After the final Plans, Specifications and Estimate are reviewed and all requirements of federal and state regulations have been met, the Resident Engineer initiates Form 1180 (Standards Certification and Project Plans, Specifications and Estimate Approval) in order to obligate the construction phase and obtain approval to advertise the project. The Resident Engineer cannot initiate the Form 1180 until the final Form 463 and Form 859 have been approved by the Program Engineer and, for Categorical Exclusion projects, the Form 128 has been finalized and approved by the Region Environmental Manager.

Major components of the project include the following:

Culvert Replacement Under KBR:

Based on Adams County GIS information, this project site is located within the limits of the Town of Bennett but partially in unincorporated Adams County. A major project goal is to design for the replacement of this existing 36-inch corrugated metal culvert along with mitigation of the existing sedimentation issues that have historically caused blockage of the culvert. Future Roadway improvements are planned to realign the intersection of KBR with East Colfax Avenue. Design of the culvert must accommodate the future roadway alignment to avoid unnecessary disturbance of the culvert when the roadway is realigned. Based on the request for proposals (RFP), some land acquisition will be required to accomplish this.

Pedestrian Crossing under KBR:

According to Arapahoe County GIS information, this project site is located within unincorporated Arapahoe County, but within the KBR right-of-way in the Town of Bennett. To accommodate safe travel for cyclists and pedestrians in the future, the project includes a pedestrian underpass of KBR that will tie into the future Copeland extension of Kiowa Trail. The future trail will connect users on the east side of the roadway with the Kiowa Creek North Open Space Park to the west/north. It will be important to align the crossing and approach trail with the future trail extension. Therefore, land acquisition will be required on the east side of the roadway to accommodate the approach trail (100-ft in length). Since the project is being completed in cooperation with Arapahoe County Open Space, land acquisition on the west side may not will be required.



B. PROJECT APPROACH | ISSUES | STRATEGIES

ICON’s approach to completion of the technical aspects of this project is based upon a structured program that we have utilized in the past on similar federally funded projects which required CDOT and FHWA approvals. The Town’s RFP includes a comprehensive listing of the types of tasks that may be required and who is responsible for various work products. We acknowledge this breakdown of work and offer our specific strategies and succinct approach below to each major project element.

Scoping Meeting with CDOT:

We understand that the final scope of services will be refined **Page 76** scoping meeting with CDOT prior to beginning work on the project.

3. Project Understanding & Approach

In preparation for this meeting, ICON will update the project schedule and prepare exhibits to present the project to CDOT. We will also prepare the agenda for the meeting and distribute meeting minutes. It is important to present the project in as much detail as possible to the various groups at this meeting so they can inform the Town exactly what will be required to obtain all necessary clearances.

Budget:

We recognize that the project budget is limited and that the Town will be performing several services in house, such as procuring or providing additional utility locate services including utility test holes, utility provider coordination and permits, right-of-way and easement negotiations and acquisitions. ICON is familiar with working closely with clients, almost as an extension of staff, and we welcome the Town’s assistance with these and other services. We believe that developing a close relationship with the Town and their subcontractors allows us to work as a team to minimize the design and construction budget while also achieving the project goals.

Schedule:

ICON has just recently completed a Local Agency trail project for the City of Thornton and Tracy Vance was the CDOT LA Project Manager. ICON was successful in helping the city obtain the same clearances that will be required for the Town’s project in just over six months. However, Thornton’s project was smaller in scope and thus CDOT agreed to combine the FIR & FOR submittals. That being said, we believe that we can obtain clearances for the Town’s project in about the same time, even though it is likely that there will need to be separate FIR and FOR submittals. The critical path to construction however is tied more closely to the environmental and right of way clearances. Therefore, ICON will focus on providing critical and expedited input to the Town’s consultants.

After the CDOT scoping meeting, the schedule will be updated, and a baseline will be set. Then, actual progress will be recorded at each milestone and monthly reports will be provided to the Town. By recording actual progress, future tasks can be adjusted in order to meet the bottom-line baseline completion date. Our initial proposed schedule is included in Section 5 of this proposal.

Hydrology:

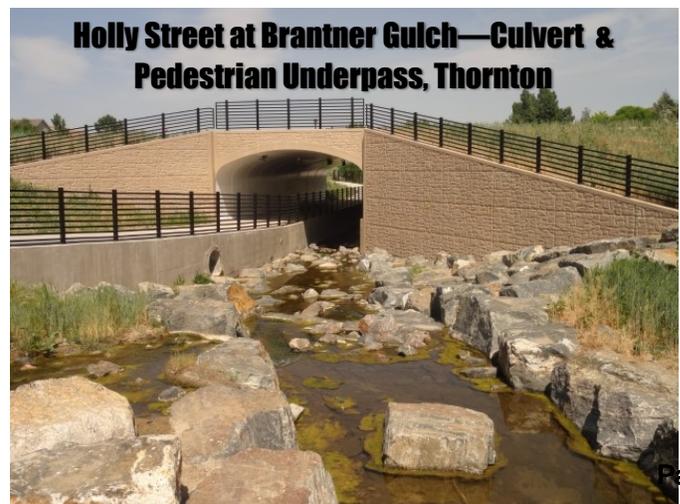
Design discharges will need to be developed to utilize in the concept design review. The pedestrian underpass is located along a

tributary to Kiowa Creek. This tributary and associated watershed are included in a hydrologic analysis that was completed for the Kiowa Creek Master Drainage Plan in September of 2017. As a part of the hydrology, peak discharges were developed for both existing and future conditions for the 2, 5, 10, 25, 50, 100, and 500 -year storm events using CUHP and SWMM models. Although there does not appear to be a design point at KBR, the hydrology model can easily be updated to develop design discharges for the pedestrian underpass location.

The culvert under KBR along Colfax Avenue is also located along a tributary to Kiowa Creek. Research indicates that the FEMA effective floodplain along Kiowa Creek in Adams County is designated as approximate (Zone A). This tells us that detailed hydrology for this culvert is likely not available. Design discharges for this culvert can be developed with a relatively simple CUHP / SWMM model or by using the Rational Method.

Conceptual Design Review – Pedestrian Underpass:

The concept which combines drainage with the trail underpass will be investigated by developing a plan and profile to achieve 10-ft of clearance through the underpass and a 10-ft wide trail. If 10-ft of clearance causes the culvert to be deeper than the existing channel invert, consideration can be given to reducing clearance from 10-ft to 8- or 9-ft. If precast box culverts are used, two separate culverts will likely be needed. One culvert would be set deeper than the other to convey lower flows without inundating the trail. Alternatively, the concept could include a structure like the Brantner Gulch crossing *pictured below*. ICON designed this crossing for the City Thornton utilizing a cast in place foundation and Con-tech precast arch culvert sections. For the pedestrian underpass,



3. Project Understanding & Approach

CDOT will require a structural selection report. The length of the culvert will also need to be determined and will ultimately affect the overall project cost. While the RFP presents a culvert that extends out to near existing right-of-way, the culvert could be designed just wide enough to support the future roadway section.

Conceptual Design Review - KBR Culvert Replacement:

For the culvert replacement, we will start with a layout of the future roadway improvements as depicted in the Town's RFP. The proposed culvert will be sized and a plan and profile for the new culvert will be developed. The initial concept will include a culvert long enough to extend from the west side of the existing roadway to the east side of the future roadway improvements. An alternative concept could include relocating the existing roadway along the future alignment and installing a shorter culvert. The additional cost of the roadway relocation might not be completely offset by the shorter culvert, but if this concept is affordable, the realignment of the intersection for existing conditions could be accomplished with this project. If during design it is determined that the project budget is limited, and if the replacement culvert is small enough to utilize flared end sections, a shorter culvert could be installed with this project and the culvert could easily be extended when the roadway is realigned and widened.

Sediment Plan:

Sedimentation reduces the hydraulic capacity of culverts and is a common source of flooding. After visiting the site, ICON recognizes the need for sediment management to be included with improvements to the Kiowa-Bennett Road. Our design team will review the hydraulics of the existing culvert and the sediment supply of the watershed. This will be accomplished through hydraulic modeling and field inspection of the existing 36" RCP.

One approach to managing sediment at this location may be designing a new stream crossing structure capable of passing the sediment under the road, and into Kiowa Creek. Sediment transport is a natural process and allowing sediment to continue down the watershed may benefit the stability of Kiowa Creek. If sedimentation is occurring due to tailwater conditions, debris



blockage, or incongruencies in hydraulic velocity, the problem may be solved by replacing the current culvert. This would be ideal as it would provide owners with a maintenance free solution.

If sedimentation will not be solved by a new culvert structure, our design team is prepared to design a sediment trap that will address the problem and maintain the hydraulic capacity of the new culvert structure. Sediment traps upstream of

culverts work by changing the hydraulic conditions of the storm-water and forcing sediment to settle out in a pre-specified location. The size of the sediment trap will be determined by the incoming sediment load, the settling time of the sediment, and the maintenance frequency. The sediment trap would be designed to be easily accessible and maintainable by Town equipment such as a skid steer.

The final approach to proposed improvements should include input from the Town staff member who will perform maintenance and sediment removal. Our design will incorporate their input to make maintenance as easy as possible and to minimize future maintenance costs.

Environmental Permit Support Professional Services:

We understand that the Town has received a proposal from Darcy Tiglas with **Tiglas Ecological Services** to help obtain the Categorical Exclusion (Cat-X). Environmental Clearance, (Part B of form 128) is required for approval of the ROW Plans. Based on our discussion with Darcy, the environmental services below can typically be required to obtain clearance. The required services for this project will be refined at the scoping meeting with CDOT.

The items listed below appear on the front of the Cat-X which must be signed off by CDOT before any ROW acquisition activities can occur.

- Wetland Delineation (TES)
- Initial Site Assessment Form and databases (TES)
- Federal and State Sensitive Species Evaluation (usually includes birds-of-prey survey) (TES)

3. Project Understanding & Approach

- Paleontology (TES)
- Archaeology (TES)
- History (TES)
- Section 4(f) (TES)

The back of the form has other tasks including the following, which must be completed prior to the final environmental clearance:

- 404-Permit (TES)
- Construction Stormwater Permit (application by ICON)
- Construction dewatering permit (Contractor)
- Noxious Weed Management (TES)
- SB 40 for fisheries should not be needed (TES)
- Wetland Finding Report (if wetlands are encountered and are going to be impacted; CDOT has a limit of impact at 500 square feet where if you disturb more than this amount you have to mitigate for the loss) (TES)
- SWMP (ICON)

Professional Survey & Base Mapping Services:

In the RFP, it is noted that the Town has secured professional survey services for boundary and right-of-way/easement from **Frane Surveying**, and topographic site survey and base mapping from **Daley Land Surveying**. ICON works closely with Rob Daley on almost every project we complete. For over 10-years we have developed a seamless working relationship with Daley Land Surveying wherein we both understand exactly what is required for LA projects like the Kiowa-Bennett Road Safety Improvements. It will be important to start the field surveying and mapping immediately after the scoping meeting in order to meet the project schedule.

Utility Clearance:

CDOT will require the project to include Quality Level B and A utility mapping and potholing within the areas of excavation on this project. On many recent projects in our industry this has been accomplished using firms that specialize in SUE which generally results in higher project fees. For this project, we will work closely with the Town and **Daley Land Surveying** to obtain the utility clearance from CDOT. Daley's services will likely include utility

notification for locates which results in obtaining utility owner maps. ICON will review the utility maps and Daley's mapping, then document any discrepancies and questions. We will inform Daley and the Town so that the Town can coordinate with utility companies and help resolve any discrepancies. After the FIR meeting, ICON will prepare a utility test hole map and work with the Town to obtain the needed test holes for use in final design. During design, we will prepare utility plans that present necessary utility relocations along with the disposition and required quality level of all utilities. The plans can be used by the Town to complete final utility coordination. To obtain the final clearance, utility letters must be signed by all affected utility companies and a utility certification letter must be prepared and delivered to CDOT. We are assuming that the Town will prepare the letters with our assistance. ICON will prepare the necessary utility specifications, matching the requirements noted in the utility letters and the utility plans.

Contract Documents, Project, and Standard Special Provisions:

Contract documents for LA projects typically involve four items including the drawings, the client's boiler plate language, CDOT project special conditions, and CDOT's standard special conditions. We will assist the Town in finalizing their boiler plate language by providing a project description, a bid tabulation, and a scope of work to be provided by the Contractor. We will also prepare project special conditions that meet CDOT's requirements. These are typically modifications to sections 200 through 700 of CDOT's Standard Specifications for Road and Bridge Construction. The modifications are completed in a specific format and are used to provide specific details and requirements about construction and payment for construction. CDOT maintains a library of

standard special provisions that are modification to their Road and Bridge Specifications. The standard provisions are continually updated by CDOT as necessary and not all of the provisions are required for all projects. ICON will compile the required CDOT standard special provisions during the FOR phase and check to make sure the provisions are current when we prepare the bid package.



Geotechnical Analysis:

Kumar and Associates will complete the geotechnical borings, analysis & pavement design, and report. For this project we plan to provide 2 borings at each of the two project locations. Although the Town is leaning towards precast structures, the report will include all necessary recommendation for design of cast in place structures including head and wing walls. Prior to drilling any test holes, we will prepare and submit a test hole location plan for review and approval by the Town. Material testing (if authorized during the construction phase) can also be provided by Kumar.

Structural Engineering:

FHU Engineering will provide structural design for the pedestrian underpass and associated headwalls and wingwalls. During the preliminary design phase, FHU will prepare the structures type selection report which will identify alternative structures and preliminary costs estimates. With the Town's input and a recommendation from ICON and FHU, a final recommended structure type will be noted within the report. FHU's lead structural engineer routinely completes structural designs for roadway and pedestrian grade separated structures for local agencies and CDOT projects.

Electrical Engineering:

Corey Electrical Engineering will provide the electrical engineering required for the culvert lighting. Corey has provided similar services for ICON for over 10-years and they completed the lighting design for the Brantner Gulch pedestrian crossing. We will rely on the Town to coordinate with the power company to determine the location of the power source. During construction, after the contractor has installed the lighting, the power company will make the final connections to the power source and meter if one is required. The power company's costs are typically paid through a \$5,000 Force Account that is built into the project budget. Lighting the crossing is fairly straight forward, therefore we have not included a photometric plan in our fee proposal.

Construction Related Services:

On almost every project we design, ICON provides various construction related services which can include the following:

- Prepare for and attend pre-bid meeting
- Answer Contractor's questions during bid phase
- Assist with or prepare bid addendums
- Prepare bid tabulations
- Review bids and make recommendation
- Complete on-site observation full or part time
- Prepare observation reports
- Prepare for and attend routine construction meetings
- Respond to contractor's RFIs
- Assist clients with change orders
- Review Contractor pay requests
- Project punch list and closeout

We typically keep our design team involved in construction related services to maintain a seamless transition from design to construction. At a minimum, our project manager will follow the project from the scoping meeting through project closeout.

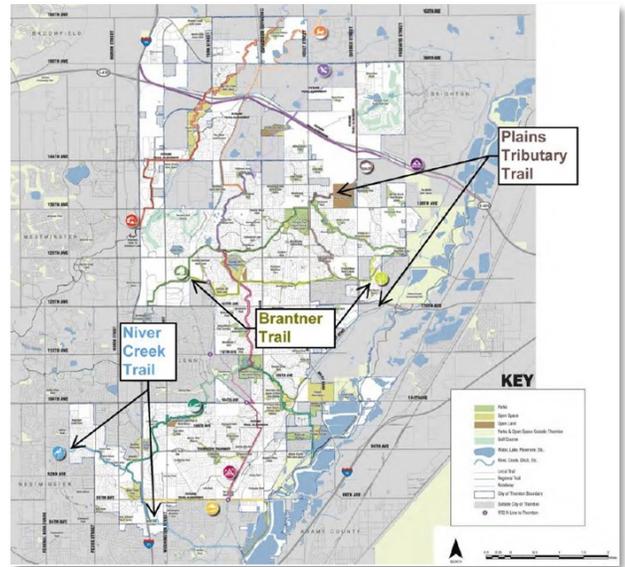


PAST PROJECT EXPERIENCE & REFERENCES

Trail Wayfinding Project—Thornton

ICON was responsible for the design, construction documents, and right of way plans for the trail wayfinding signage for three trails in Thornton: Plains Tributary Trail, Brantner Gulch Trail and Niver Creek Trail. This project was completed through CDOT’s Local Agency Process, including DRCOG Community Mobility Planning and Implementation (CMPI) Set-Aside Federal Funds.

- Design Budget:** \$97,761
- Final Cost:** \$78,225 (completed within budget per original contract)
- Completion:** 2021 (completed on time per the original schedule)
- Reference:** Suzann Cox | City of Thornton, Project Manager
(303) 255-7834 | suzann.cox@cityofthornton.net



Dawson Ranch Culvert Design—Cañon City

The homeowner’s association of Dawson Ranch worked for 5 years to lobby the City of Cañon City to improve storm runoff issues. The City reached out to ICON Engineering to complete a detailed 2D hydraulic analysis for the entire Dawson Ranch area including well over 100 drainage culverts. Based on this analysis, culverts were scored and ranked for future improvements. Once a construction budget was determined for the Dawson Ranch area, ICON assisted the City in identifying and selecting culvert improvement locations that not only met the project budget, but would also provide the best mitigation results given the limited number of culverts that could be addressed. Ultimately, ICON Engineering designed improvements at twelve culvert locations, nine of which were constructed providing significant storm runoff benefits to over 200 property owners. **Thanks to thoughtful coordination, construction was completed 2 months ahead of schedule.**

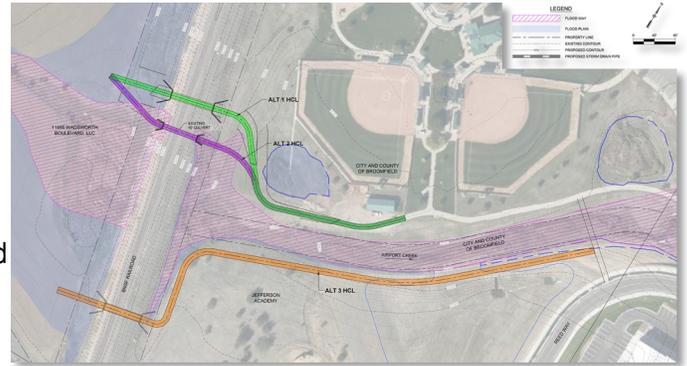
- Design Budget:** \$106,400
- Final Cost:** \$106,400 (completed within budget per original contract)
- Completion:** Design: 2019; Construction: 2020 (completed 2 months ahead of the original schedule)
- Reference:** Adam Lancaster, PE, CFM | City of Cañon City | (719) 276-5291 | 2Astreets@canoncity.org



4. Past Project Experience & References

Airport Creek & Rock Creek Pedestrian Crossings—Broomfield

ICON is currently evaluating alternatives for the design and environmental permitting of pedestrian/multi-use trails and grade-separated crossings of BNSF railroads at two separate locations. Once final alternatives are selected, ICON will advance the concepts to 10% design in order to solidify environmental and PUC permitting requirements, as well as help Broomfield establish the schedule and budget for final design and construction. The goal for Airport Creek and the BNSF railroad is a trailway to connect the upcoming Wadsworth Station mixed-use development to the Broomfield Industrial Park Ball fields. The goal for the regional trail connection at Rock Creek and Midway Blvd/BNSF Railroad is to allow trail goers to travel from south of US 36 all the way up to Lafayette. ICON is providing floodplain management and drainage design services, trail design, BNSF & PUC coordination, and managing the design for survey, environmental, structural, tunneling, electrical, and utility coordination. **The project is currently on budget and schedule.**



Design Budget: \$175,000

Final Cost: TBD (currently under design)

Completion: est. 2021

Reference: Ed Thompson | City & County of Broomfield, Project Manager | (303) 438-6205 | ethompson@broomfield.org

Brantner Gulch and Holly Street—Thornton

Prior to the completion of the project, Holly Street included only one travel lane in each direction and storm water would overtop the roadway as frequently as the 2-year event. The crossing is located adjacent to Shadow Ridge Middle School, which experienced frequent disruption to school activities due to safety concerns around flooding and access to the school. This project design provided a new bridge structure at Holly Street, a pedestrian underpass, drainage improvements upstream and downstream of the crossing, utility adjustments, environmental permitting, floodplain evaluations and submittals of a FEMA LOMR application.



This project began with a review of tributary drainage to Brantner Gulch at Holly Street which led to an approach that provided both 100-year flood conveyance through the bridge alongside a trail system and pedestrian underpass, which could be utilized safely by trail users and school children during low flow events. The existing CMP culverts were replaced with a 24-ft wide arch culvert (including the pedestrian underpass). The roadway was raised by 4-ft, with an embankment designed to accommodate future widening of the roadway to a minor arterial section. The project required acquisition of right-of-way, coordination with ten utility companies, and the relocation of several utilities (including a 10-inch gas line, 3 inch waterline, and overhead electric lines). The design fit within the available budget while also allowing for future roadway expansion. A construction and traffic control sequence was established to minimize disturbance to Shadow Ridge Middle School with the major construction occurring over summer break.

Final Fee: \$563,261

Completion: 2013

Reference: Pete Brezall | City of Thornton| (303) 977-6251 | pete.brezall@thorntonco.gov
 Dave Skoudas | MHFD | (303) 455-6277 | dskoudas@udfcd.org

4. Past Project Experience & References

Dutch Creek at Coal Mine Avenue—Jefferson County

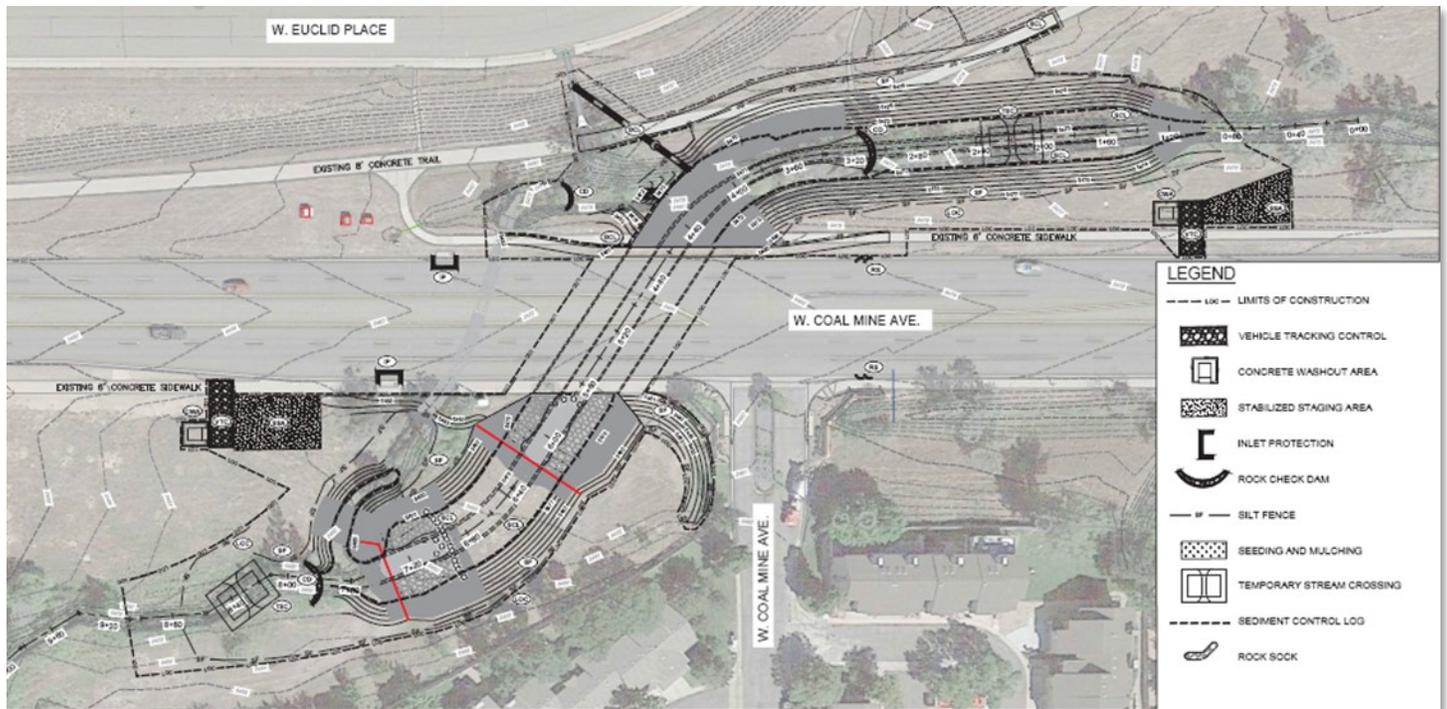
The undersized existing double corrugated metal culverts under Coal Mine Avenue are capable of conveying the 2-year storm, resulting in frequent overtopping of the arterial roadway. The goal of this project included the design and construction of larger culverts capable of conveying 2885-cfs developed by the 100-year storm. Multiple dry utilities along the sides of the roadway and a sanitary sewer that crosses Dutch Creek upstream of the roadway interfered with the project goal. To solve the problem, ICON designed triple 14' x 6' reinforced concrete box culverts to be installed along side of the existing culverts which will be used for water control during construction. Two drop structures were required upstream of the Coal Mine Avenue to lower the channel enough to fit the new culverts under the roadway and to protect the sanitary sewer. The sewer was in a poor state of repair, so the project removes and replaces approximately 100-ft. The project included widening the channel for approximately 400-ft downstream of the roadway to catch grade and contain the floodplain. The proposed box culverts could only convey approximately the 50-year discharge but due to utility and grade constraints, larger culverts could not be constructed without significantly increasing the footprint of the project; which would also increase timing of the associated 404 permit and the cost of construction. To solve this problem, a taller headwall along with creative grading upstream of the culvert were used to add headwater to the culvert so that conveyance of the full 100-year storm was achieved. The CLOMR, however presented overtopping of the roadway, due to FEMA criteria.

Design Budget: \$138,925

Final Cost: \$340,193 (\$201,268 in change orders to include design plans for drainageway improvements and construction management services)

Completion: Design: 2019; Construction: est 2021 (currently in final construction)

Reference: Bryan Kohlenberg, PE | MHFD, Project Manager | (303) 455-6277 | bwk@mhfd.org
 John Conn, PE | Jefferson County, Project Manager | (303) 271-8496 | jconn@jeffco.us



4. Past Project Experience & References

Dahlia Street Storm Drain Outfall, Phase 1—Adams County / MHFD

This partnering project included design of approximately 2,000 LF of 60" -72" RCP up to 25 feet deep through a former landfill and across FRICO's concrete irrigation canal, and an outfall structure into the Dahlia regional detention pond. The design team was led by the MHFD in conjunction with Adams County. ICON teamed with specialty subconsultants to accomplish design and environmental permitting in about 10 months. Several design alternatives were studied including storm drain tunneling under the canal, canal temporary diversion channels, and impermeable backfill, excavation and disposal strategies for work within the landfill. An Xcel overhead electric power line relocation, land acquisition and agreements with private landowners, businesses, CDOT, Adams County and the MHFD were also accelerated to meet the project schedule, which was ultimately set by a Canal Crossing agreement negotiated by MHFD's project manager. This agreement included a specific time frame for construction, an up-front payment for canal shutdown, and liquidated damages for construction work extending beyond the agreed upon time. The agreement was set while design was still underway, so it was extremely important to complete the design and environmental permitting with CDPHE Solid Waste Division, USACE, SHPO, ADCO, FRICO, Xcel, and MHFD on time. Throughout design, BT Construction and ICON worked together to develop the design and construction approaches to minimize costs and support a carefully planned construction phasing plan to meet the Canal Crossing Agreement requirements. After design, ICON's team transitioned to Construction Management & Inspection. Ultimately, **the project was completed within budget and the remaining budget will be transferred to support another project.**



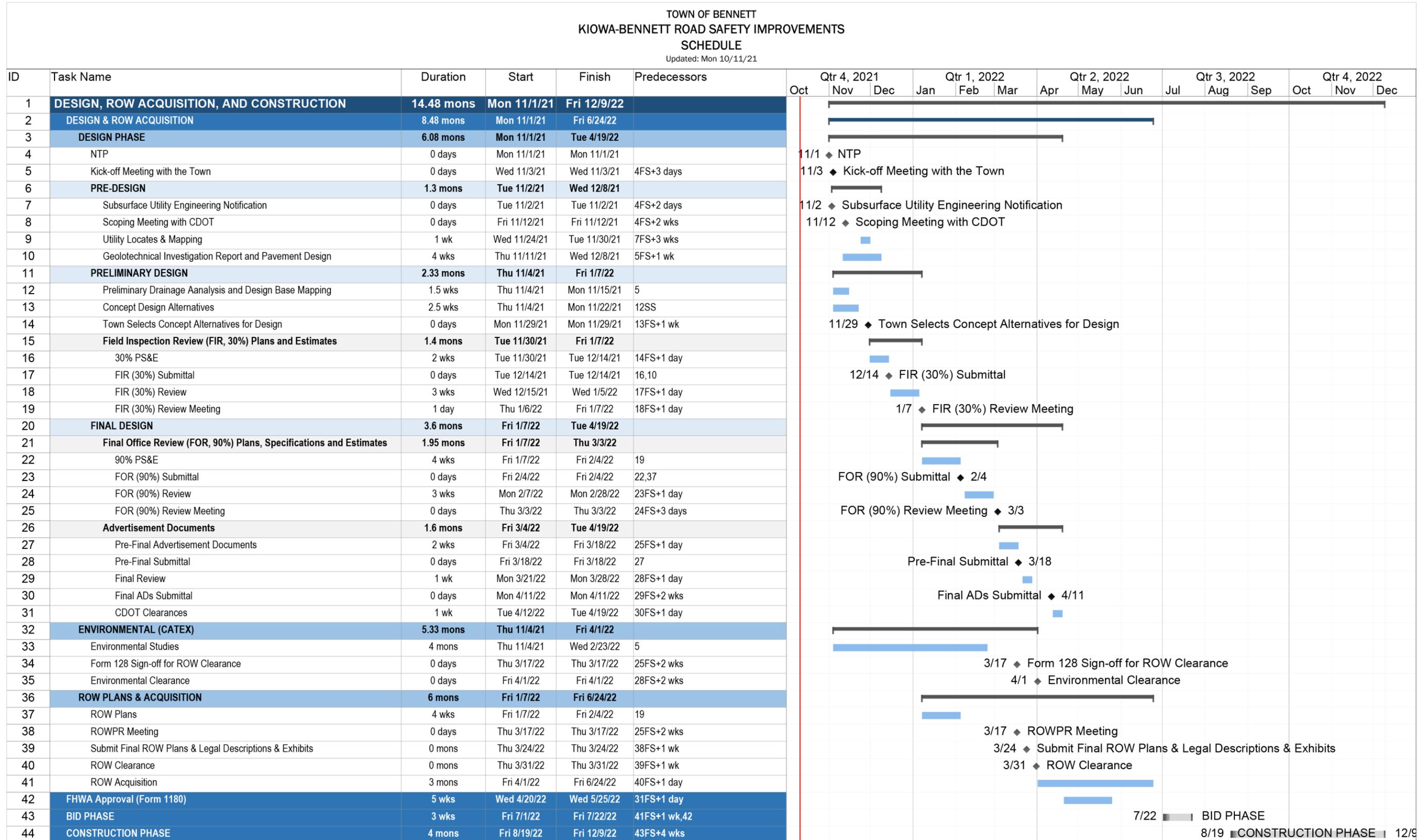
- Design Budget:** \$190,974; Construction Management: \$350,000 (only used \$250,000)
- Final Cost:** \$440,974 (for design & construction management, below budget per the original budget)
- Completion:** Design: 2018; Construction: 2020 (on time per the original schedule)
- Reference:** Teresa Patterson | MHFD, Project Manager | (303) 455-6277 | tpatterson@mhfd.org
Jennifer Shi | Adams County, Project Manager | (720) 523-6968 | jshi@adcogov.gov

"ICON was a critical member of the design and construction team that made the Dahlia Outfall project so successful. The project was under very tight timelines and several site constraints (FRICO irrigation canal crossing, abandoned land fill, and deep trench construction in narrow ROW). Their dedication and responsiveness to the project's needs contributed to our ability to be able to prepare the final construction documents and construct 3/4 mile of stormsewer trunkline in a matter of months. I couldn't have asked for better team with right level of expertise, humbleness, and willingness to put in the effort to be successful."

**Teresa Patterson—Project Manager
Mile High Flood District**

SCHEDULE

We have used Microsoft Project to build a logic-tied sequential schedule, including important milestones. This preliminary schedule will be updated with the Town of Bennett's input. After the project kicks off, we will set a base line and then begin updating the schedule with actual start and finish dates. Each time project activities are updated with actual progress, predecessor tasks will be replanned with the goal of maintaining the baseline milestone dates.



PROJECT TITLE: KIOWA-BENNETT ROAD SAFETY IMPROVEMENTS DESIGN
TOWN PROJECT NUMBER: 21-012

FEE PROPOSAL



CLIENT: TOWN OF BENNETT - Robin Price

PREPARED BY: BSR
REVIEWED BY: MJU
DATE: 10/11/2021

	ICON ENGINEERING							SUBCONSULTANTS					TOTALS
	Principal \$200 Hours	Professional Engineer IV \$170 Hours	Professional Engineer I \$135 Hours	Engineer III \$124 Hours	CAD Technician I \$85 Hours	Misc. Direct Costs	ICON TOTAL	FHU	Kumar	Corey Electric	Subconsultant Total		
1. Project Management and Coordination - Project Initiation and Continuing Requirements													
1 Project Initiation, Management, and Design Team Coordination	4.0	16.0	6.0				\$4,330	\$3,120			\$3,120	\$7,450	
2 Monthly Schedule Updates and Status Reports		5.0					\$850				\$0	\$850	
3 Scoping Meeting (virtual)		3.0	4.0				\$1,050				\$0	\$1,050	
4 Progress Meetings (six) Plus FIR, and FOR Review Meetings	4.0	9.0	6.0				\$3,140	\$1,790			\$1,790	\$4,930	
5 Public Involvement / Meetings (By Town of Bennett)							\$0				\$0	\$0	
6 Site Visits (2)		3.0	6.0	3.0			\$1,782				\$0	\$1,782	
7 Quality Control Plan	4.0	0.5					\$885				\$0	\$885	
Subtotal Hours:	12.0	36.5	22.0	3.0	0.0	-	\$12,037	\$4,910	\$0	\$0	\$4,910	\$16,947	
Subtotal Fees:	\$2,400	\$6,205	\$2,970	\$372	\$0	\$90	\$12,037	\$4,910	\$0	\$0	\$4,910	\$16,947	
2. Design Development & Submittals													
1 Concept Design / Alternatives													
a. Kiowa-Bennett Road at Colfax Avenue Roadway Layout		0.5		2.0			\$333				\$0	\$333	
b. Kiowa-Bennett Road at Colfax Avenue Sediment Control Alternatives		0.5		8.0			\$1,077				\$0	\$1,077	
c. Kiowa-Bennett Road at Colfax Avenue Culvert		0.5		6.0			\$829				\$0	\$829	
d. Kiowa-Bennett Road Open Space Culvert & Combined Pedestrian Underpass		3.0	16.0				\$2,670				\$0	\$2,670	
e. Kiowa-Bennett Road Open Space Culvert with Separate Pedestrian Underpass							\$0				\$0	\$0	
f. Update Concepts Based on Project Team's Input	2.0	2.0	4.0	3.0	12.0		\$2,672				\$0	\$2,672	
g. EOPCC for Selected Plan of Improvements		1.0	4.0	2.0			\$958				\$0	\$958	
Subtotal Hours:	2.0	7.5	24.0	21.0	12.0	-	\$8,539	\$0	\$0	\$0	\$0	\$8,539	
Subtotal Fees:	\$400	\$1,275	\$3,240	\$2,604	\$1,020	\$0	\$8,539	\$0	\$0	\$0	\$0	\$8,539	
2 Field Information Review (FIR) - Preliminary Design 30%													
a. Title Sheet		0.5			1.0		\$170				\$0	\$170	
b. General Notes		0.5	1.0		0.5		\$263				\$0	\$263	
c. Geology Information Sheet		0.5			2.0		\$255				\$0	\$255	
d. Summary of Approximate Quantities		0.5	1.0		4.0		\$560				\$0	\$560	
e. Typical Roadway Section (1 at both sites)		1.0			4.0		\$510				\$0	\$510	
f. Roadway Plan & Profile at Ped Underpass		1.0	1.0	8.0			\$1,297				\$0	\$1,297	
g. Culvert Plan & Profile at Colfax		0.5	1.0	5.0			\$840				\$0	\$840	
h. Pedestrian Underpass Trail Plan and Profile		1.0	4.0	16.0			\$2,694				\$0	\$2,694	
i. Structure Selection Report & Preliminary Structural Plans		2.0	2.0				\$610	\$12,225			\$12,225	\$12,835	
j. Roadway Cross-Sections		0.5		1.0	3.0		\$464				\$0	\$464	
k. EOPCC		1.0		4.0			\$666				\$0	\$666	
l. Quality Control Reviews & Revisions	2.0	1.0	1.0	1.0	8.0		\$1,509				\$0	\$1,509	
Subtotal FIR Hours:	2.0	10.0	11.0	35.0	22.5	-	\$9,838	\$12,225	\$0	\$0	\$12,225	\$22,063	
Subtotal FIR Fees:	\$400	\$1,700	\$1,485	\$4,340	\$1,913	\$0	\$9,838	\$12,225	\$0	\$0	\$12,225	\$22,063	
3 Final Office Review (FOR) - Final Design 90 - 95%													
a. Comment Response Matrix		0.5	4.0				\$625				\$0	\$625	
b. Standard Plan List		0.5	1.0		1.0		\$305				\$0	\$305	
c. Survey Tabulation Sheet		0.5	1.0		1.0		\$305				\$0	\$305	
d. Geometric Data & Control Lines		0.5	1.0	6.0			\$964				\$0	\$964	
e. Demolition Plans		0.5	1.0	2.0	12.0		\$1,488				\$0	\$1,488	
f. Culvert Head and Wing Wall Elevations & Grading and Final Structural Design Plans		1.5	8.0	16.0			\$3,319	\$18,130			\$18,130	\$21,449	
g. Pedestrian Underpass Trail Plan and Profile		0.5		6.0			\$829				\$0	\$829	
h. Roadway Plan & Profile at Ped Underpass		0.5	1.0	8.0			\$1,212				\$0	\$1,212	
k. Signing & Striping Plans		0.5	1.0		6.0		\$730				\$0	\$730	
l. Sediment Control Plan		0.5	4.0		8.0		\$1,305				\$0	\$1,305	
m. Sediment Control Details		0.5	2.0		4.0		\$695				\$0	\$695	
n. Traffic Control & Construction Phasing Plans		1.5	4.0		16.0		\$2,155				\$0	\$2,155	
o. Culvert Lighting Plans		0.5					\$85				\$0	\$85	
p. Erosion & Sediment Control Plans (Initial & Final)		1.0	4.0		12.0		\$1,730				\$0	\$1,730	
r. Project and Standard Special Provisions		4.0	24.0				\$3,920				\$0	\$3,920	
s. Update EOPCC and Prepare Supplemental Specifications		1.0	4.0	6.0			\$1,454				\$0	\$1,454	
t. Quality Control Reviews & Revisions	4.0	2.0	1.0	1.0	8.0		\$2,079				\$0	\$2,079	
Subtotal FOR Hours:	4.0	16.5	61.0	45.0	68.0	-	\$23,200	\$18,130	\$0	\$0	\$18,130	\$41,330	
Subtotal FOR Fees:	\$800	\$2,805	\$8,235	\$5,580	\$5,780	\$0	\$23,200	\$18,130	\$0	\$0	\$18,130	\$41,330	
4 Advertisement / Bid Documents													
a. Update FOR Drawings to Address Comments		2.0	8.0	12.0	32.0		\$5,628				\$0	\$5,628	
c. Finalize Project and Special Provisions		2.0	4.0				\$880				\$0	\$880	
d. Final EOPCC and Bid Schedule		1.0	4.0		2.0		\$880				\$0	\$880	
e. Quality Control Reviews & Revisions	2.0	1.0	1.0	1.0	8.0		\$1,509				\$0	\$1,509	
Subtotal Hours:	2.0	6.0	17.0	13.0	42.0	-	\$8,897	\$0	\$0	\$0	\$0	\$8,897	
Subtotal Fees:	\$400	\$1,020	\$2,295	\$1,612	\$3,570	\$0	\$8,897	\$0	\$0	\$0	\$0	\$8,897	
Subtotal Design Development and Submittals Hours:	10.0	40.0	113.0	114.0	144.5	-	\$50,474	\$30,355	\$0	\$0	\$30,355	\$80,829	
Subtotal Design Development and Submittals Fees:	\$2,000	\$6,800	\$15,255	\$14,136	\$12,283	\$0	\$50,474	\$30,355	\$0	\$0	\$30,355	\$80,829	
3. Geotechnical Report / Pavement Design													
1 Geotechnical Investigation, Pavement Design and Reporting													
		1.5	4.0				\$795		\$6,400		\$6,400	\$7,195	
Subtotal Hours:	0.0	1.5	4.0	0.0	0.0	-	\$795	\$0	\$6,400	\$0	\$6,400	\$7,195	
Subtotal Fees:	\$0	\$255	\$540	\$0	\$0	\$0	\$795	\$0	\$6,400	\$0	\$6,400	\$7,195	
4. Utility Coordination and Utility Plans													
1 Utility Research & Document Review (assume utility owner maps are collected by Daley Land Surveying as part of 811 call for locates)		1.0	4.0				\$710				\$0	\$710	
2 Develop Utility Base Map with Information Provided by Surveyor		0.5	0.5		2.0		\$323				\$0	\$323	
3 Develop Test Hole Plan (Town to Coordinate Test Holes by Others)		0.5	1.0		1.0		\$305				\$0	\$305	
4 Site Visit to Document Utility Test Holes							\$0				\$0	\$0	
5 Update Utility Base Maps to Include Test Holes by Others & Develop 3D Existing Utility Models		0.5	2.0	4.0			\$851				\$0	\$851	
6 Utility Plans - Assume No Water and Sanitary Sewer Relocations							\$0				\$0	\$0	
7 Utility Plans - Identify Dry Utility Conflicts		2.0	4.0				\$880				\$0	\$880	
8 Utility Coordination (By Town of Bennett)							\$0				\$0	\$0	
9 Review Utility Clearance Letters prepared by Town of Bennett		2.0					\$340				\$0	\$340	
Subtotal Hours:	0.0	6.5	11.5	4.0	3.0	-	\$3,409	\$0	\$0	\$0	\$0	\$3,409	
Subtotal Fees:	\$0	\$1,105	\$1,553	\$496	\$255	\$0	\$3,409	\$0	\$0	\$0	\$0	\$3,409	
5. Hydrology & Hydraulic Engineering and Stormwater Management Plan													
1 Data Collection and Hydrology		3.0	18.0				\$2,940				\$0	\$2,940	
2 Hydraulics		2.0	8.0				\$1,420				\$0	\$1,420	
3 Phase 3 Drainage Report (submittals at FIR, FOR and Final)		8.0	40.0		12.0		\$7,780				\$0	\$7,780	
4 Stormwater Management Plan		2.0	30.0				\$4,390				\$0	\$4,390	
Subtotal Hours:	0.0	15.0	96.0	0.0	12.0	-	\$16,530	\$0	\$0	\$0	\$0	\$16,530	
Subtotal Fees:	\$0	\$2,550	\$12,960	\$0	\$1,020	\$0	\$16,530	\$0	\$0	\$0	\$0	\$16,530	
6. Structural Engineering													
1 Fees are included in the above tasks													
Subtotal Hours:	0.0	0.0	0.0	0.0	0.0	-	\$0	\$0	\$0	\$0	\$0	\$0	
Subtotal Fees:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
7. Electrical Engineering - Pedestrian Underpass Lighting													
1 Lighting Plan		1.0	4.0				\$710			\$3,000	\$3,000	\$3,710	
2 Coordination with Power Company for Power Source and Meter Location (By Town of Bennett)							\$0				\$0	\$0	
Subtotal Hours:	0.0	1.0	4.0	0.0	0.0	-	\$710	\$0	\$0	\$3,000	\$3,000	\$3,710	
Subtotal Fees:	\$0	\$170	\$540	\$0	\$0	\$0	\$710	\$0	\$0	\$3,000	\$3,000	\$3,710	
8. Post Design Services													
1 Assist Town with Contract Documents (Project Description and Scope) Assume Town's Standard Contract Documents		0.5	4.0				\$625				\$0	\$625	
2 Assist Town with Bidders Post Qualifications		2.0					\$340				\$0	\$340	
3 Estimated Construction Schedule / Liquidated Damages		4.0					\$680				\$0	\$680	
4 Prebid Conference and Site Visit		5.0					\$895				\$0	\$895	
5 Assist Town with Bid Addendums (Assume 2, Town to Issue via Bidnet)		4.0	6.0				\$1,490				\$0	\$1,490	
6 Bid Evaluations and Recommendation		4.0					\$680				\$0	\$680	
7 Revisions to Construction Plans, Details, and Specifications (For Construction Documents)							\$0				\$0	\$0	
8 Response to RFI's		4.0	4.0	6.0	8.0		\$2,644	\$850			\$850	\$3,494	
9 Sub													

STANDARD HOURLY RATES OF SERVICES

Below are ICON's and our subconsultant's hourly billing rates for the proposed on-call contract. Our per hour charge shall include but is not limited to all on site visits, inspections, report preparation, copies, travel time, meeting attendance, photographs, schedule reporting, final inspections, and occupancy coordination.

2021 Hourly Rates | ICON Engineering, Inc.

Principal	\$200.00
Professional Engineer V	\$185.00
Professional Engineer IV	\$170.00
Professional Engineer III	\$155.00
Professional Engineer II	\$145.00
Professional Engineer I	\$135.00
Engineer IV.....	\$130.00
Engineer III.....	\$124.00
Engineer II.....	\$118.00
Engineer I.....	\$108.00
Senior Field Representative	\$144.00
Field Representative	\$119.00
Senior Design Professional.....	\$155.00
Design Professional.....	\$140.00
GIS Specialist II.....	\$115.00
GIS Specialist I.....	\$105.00
CAD Technician II.....	\$95.00
CAD Technician I.....	\$85.00
Administrative.....	\$70.00
Mileage.....	IRS Rate/Mile
Miscellaneous Direct Expenses.....	Actual Cost



2021 Rate Sheet

The following hourly billing rates apply to all “Time and Materials” contracts.

Staff Rates

Principal III	\$270
Principal II	\$240
Principal I	\$220
Advanced Mobility Director.....	\$220
Associate.....	\$210
Sr. Bridge Engineer	\$195
Bridge Engineer V	\$175
Bridge Engineer IV	\$155
Bridge Engineer III.....	\$130
Bridge Engineer II.....	\$115
Bridge Engineer I.....	\$110
Sr. Engineer	\$195
Engineer V	\$175
Engineer IV	\$155
Engineer III.....	\$130
Engineer II.....	\$115
Engineer I.....	\$105
Sr. Environmental Scientist/Planner.....	\$190
Environmental Scientist/Planner V.....	\$175
Environmental Scientist/Planner IV.....	\$155
Environmental Scientist/Planner III	\$130
Environmental Scientist/Planner II	\$115
Environmental Scientist/Planner I.....	\$105
GIS Manager	\$170
GIS Specialist IV.....	\$155
GIS Specialist III	\$130
GIS Specialist II	\$115
GIS Specialist I	\$105
Sr. Transportation Planner	\$190
Transportation Planner V	\$170
Transportation Planner IV	\$155
Transportation Planner III.....	\$130
Transportation Planner II.....	\$115
Transportation Planner I.....	\$105
Lead ITS Specialist	\$200
CADD Manager	\$190
Sr. Bridge Designer.....	\$185
Lead Designer	\$180
Sr. Designer/Project Technician.....	\$160
Designer V/Project Technician V	\$145
Designer IV/Project Technician IV.....	\$135
Designer III/Project Technician III.....	\$115
Designer II/Project Technician II.....	\$100

Designer I/Project Technician I	\$90
Sr. Construction Technician	\$140
Construction Technician V.....	\$130
Construction Technician IV	\$115
Construction Technician III.....	\$100
Construction Technician II	\$90
Construction Technician I.....	\$75
Intern I.....	\$55
Graphic Design Manager.....	\$150
Graphic Design Specialist V.....	\$140
Graphic Design Specialist IV.....	\$135
Graphic Design Specialist III.....	\$120
Graphic Design Specialist II.....	\$105
Graphic Design Specialist I	\$90
Marketing Manager	\$150
Marketing Specialist.....	\$115
Systems Administrator	\$120
Sr. Administrative Assistant	\$115
Administrative	\$90

Other Direct Costs

Plots

Bond.....	\$0.31/sq ft
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Prints

Black and White.....	\$0.12/print
Color	\$0.19/print

Presentation Boards

Bond Foam Core Mounted	\$1.51/sq ft
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Travel

Mileage.....	\$0.56/Mile
	(or current allowable Federal rate)
Truck (Construction)	\$45.00/day
Parking.....	Actual Costs
Lodging/Airfare.....	Actual Costs

Other Miscellaneous Costs

Courier/Postage	Actual Costs
Per Diem.....	Actual Costs
Subconsultants/Vendors.....	Actual Costs

Other direct costs are reimbursed at a rate of 1.1 times the rates above and/or actual costs.



ENGINEERING, ENVIRONMENTAL AND FIELD TECHNICAL SERVICES

Principal Engineer	\$180.00 - \$220.00/hr.
Senior Project Engineer/Geologist/Manager	\$125.00 - \$160.00/hr.
Project Engineer/Geologist/Scientist	\$100.00 - \$130.00/hr.
Staff Engineer/Geologist/Scientist	\$80.00 - \$105.00/hr.
Project Supervisor	\$90.00 - \$140.00/hr.
Construction Inspector I	\$65.00 - \$75.00/hr.
Construction Inspector II	\$75.00 - \$90.00/hr.
Environmental Specialist/Scientist	\$90.00 - \$135.00/hr.
Environmental Field Technician/Geologist	\$85.00 - \$95.00/hr.
Safety Professional	\$110.00 - \$125.00/hr.
Project Administrator	\$110.00 - \$130.00/hr.
Staff Administrator	\$70.00 - \$80.00/hr.
Exploration Field Engineer/Technician/Geologist	\$70.00 - \$90.00/hr.
Construction Materials Testing Technicians:	
▪ Field Observation	\$65.00 - \$75.00/hr.
▪ Concrete	\$50.00 - \$60.00/hr.
▪ Soils, Reinforcing Steel, Asphalt	\$53.00 - \$62.00/hr.
▪ Piers, Masonry	\$60.00 - \$70.00/hr.
▪ Fireproofing	\$75.00 - \$85.00/hr.
▪ Post-Tensioning	\$60.00 - \$70.00/hr.
▪ Floor Flatness	\$80.00 - \$90.00/hr.
▪ Structural Steel	\$80.00 - \$90.00/hr.
▪ UL Fire Stop Inspection	Call for Pricing
Laboratory Technician/Sample Preparation	\$45.00 - \$55.00/hr.
Word Processing	\$50.00 - \$60.00/hr.
Drafting	\$80.00 - \$100.00/hr.
Litigation/Expert Witness/Deposition	\$175.00 - \$350.00/hr.

OTHER DIRECT CHARGES

Out of Town Expenses, Travel, Rental Etc.	Cost + 15%
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SUBSURFACE EXPLORATION, SAMPLING, MONITORING WELL INSTALLATION

Exploration Subcontractor Subconsultant's (4-Inch Solid Auger, Hollow Stem Auger, Rotary and Diamond Core Drilling, Exploratory Pit Excavation, ATV Drill Rig, Geophysical Exploration, Specialty Sampling, etc.)	Cost + 15%
Materials/Equipment Rental/Outsourced Laboratory Testing/Subconsultants	Cost + 15%
Falling Weight Deflectometer (Includes Operator)	\$250.00/hr.
Concrete/Asphalt Coring	\$100.00/hr.
Photoionization Detector	\$100.00/Day
LEL/CO/H ₂ S/O ₂ Meter	\$100.00/Day
Conductivity, Temperature, pH Tester	\$25.00/Day
Personal Protective Equipment	Rates Quoted on Project Basis

LABORATORY TESTING

Soils	
Moisture Content (ASTM D2216)	\$10.00 ea.
Moisture Content & Density (ASTM D2216)	\$15.00 ea.
Gradation (ASTM D6913)	\$85.00 ea.
Hydrometer (ASTM D7928)	\$90.00 ea.
Double Hydrometer (ASTM D4221)	\$225.00 ea.
Percent Less than #200 Sieve (ASTM D1140)	\$30.00 ea.
Atterberg Limits (ASTM D4318) Method A	\$75.00 ea.
Atterberg Limits (ASTM D4318) Method B	\$50.00 ea.
Standard Proctor (ASTM D698)	\$100.00 ea.
Modified Proctor (ASTM D1557)	\$120.00 ea.
Soil/Cement Proctor (ASTM D558)	\$135.00 ea.
Proctor Checkpoint (ASTM D698 or ASTM D1557)	\$50.00 ea.
Relative Density (ASTM D4253 and ASTM D4254)	\$175.00 ea.
Specific Gravity (ASTM D854)	\$90.00 ea.
Standard Swell-Consolidation (ASTM D4546)	\$75.00 ea.
Air-Dried Swell-Consolidation (ASTM D4546)	\$90.00 ea.
Remolded Swell-Consolidation (ASTM D4546)	\$120.00 ea.
Time/Consolidation (ASTM D2435)	\$325.00 ea.
Unconfined Compressive Strength (ASTM D2166)	\$70.00 ea.
Slake Durability (ASTM D4644)	\$100.00 ea.
Pinhole Dispersion (ASTM D4647)	\$150.00 ea.
Water Soluble Sulfates (AASHTO T290, CP-L 2103)	\$50.00 ea.
pH (ASTM E70)	\$50.00 ea.
Chloride (AASHTO T291, CP-L 2104)	\$50.00 ea.
Re-Dox (ASTM D1498)	\$50.00 ea.
Sulfides (Hach Procedure)	\$50.00 ea.
Electrical Resistivity (ASTM G57)	\$150.00 ea.
Organics (AASHTO T267)	\$75.00 ea.
R-Value (ASTM D2844)	\$350.00 ea.
California Bearing Ratio (ASTM D1883) 1-Pt.	\$150.00 ea.
California Bearing Ratio (ASTM D1883) 3-Pt.	\$400.00 ea.
Soil/Lime, Soil/Cement Mix Analysis	Call for Pricing
Freeze/Thaw (ASTM D560)	\$400.00 ea.
Wet/Dry (ASTM D559)	\$400.00 ea.
Compressive Strength of Soil-Cement (ASTM D1633)	\$70.00 ea.
Direct Shear/per point (ASTM D3080)	
Unconsolidated-Undrained (Quick Test)	\$150.00 ea.
Residual Strength, Additional Per Carriage Reversal	\$50.00 ea.



2021 Hourly Rates

PRINCIPAL	\$175.00 PER HR
PE	\$160.00 PER HR
PROJECT MANAGER	\$140.00 PER HR
PROJECT ENGINEER	\$130.00 PER HR
BIM/REVIT SPECIALIST	\$120.00 PER HR
REVIT OPERATOR	\$110.00 PER HR
CADD	\$95.00 PER HR
CLERICAL	\$65.00 PER HR

Reimbursable Expenses

24"x 36" BOND PLOTS	\$ 2.75 EACH
30"x 42" BOND PLOTS	\$ 3.25 EACH
MILEAGE	\$0.56 PER MILE (or IRS Rate for 2021)
DELIVERY CHARGES	AT COST



ADDITIONAL INFORMATION

The information listed below can be found following this page:

- Signed Copy of the Cover Page
- Pricing Form
- Submission Form
- Sample W-9 Form

ICON Engineering requests no deviations from the proposed project’s sample agreement attached to the RFP.



“ICON is responsive to our Town’s needs and I am certain that you will find them to be great to work with. I have no hesitation in strongly recommending them.”

Ann Jennings—Town Administrator, Columbine Valley

REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance: September 13, 2021
Project Number: 21-012
RFP Title: Kiowa-Bennett Road Safety Improvements Design
Proposals Due: October 11, 4:00 p.m., Local Time
Submit Proposals to: rprice@bennett.co.us
 Town Hall, 207 Muegge Way, Bennett, CO 80102-7806
For Additional Information Please Contact: Robin Price

(303) 644-3249 Ext. 1013
 Email: rprice@bennett.co.us

Documents Included in This Package:

- RFP Cover Sheet
- Project Background and Specifications
- RFP Instructions
- Terms and Conditions
- Special Terms and Conditions
- Pricing Form
- Submission Form
- Substitute Form W-9
- Sample Agreement

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: ICON Engineering, Inc. Fax: N/A
 Address: 7000 S. Yosemite St, #120 City/State: Centennial, CO Zip: 80112
 Contact Person: Matt Ursetta, PE Title: Principal Phone: (303) 221-0802
 Authorized Representative's Signature: *Matthew J. Ursetta* Phone: (303) 221-0802
 Printed Name: Matt Ursetta, PE Title: Principal Date: 10/11/21
 Email Address: mursetta@iconeng.com

PRICING FORM

I PRICING

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	1	Project Management and Coordination Design Development & Submittals	\$16,947	\$16,947
2.1	1	1	Concept Design Alternatives	\$8,539	\$8,539
2.2	1	1	Design Development & Submittals Field Information Review (FIR) - Preliminary Design 30%	\$22,063	\$22,063
2.3	1	1	Design Development & Submittals Final Office Review (FOR) - Final Design 90%	\$41,330	\$41,330
2.4	1	1	Design Development & Submittals Advertisement/Bid Documents	\$8,897	\$8,897
3	1	1	Geotechnical Report / Pavement Design	\$7,195	\$7,195
4	1	1	Utility Plans	\$3,409	\$3,409
5	1	1	Hydrology and Hydraulic Engineering, and Stormwater Management Plan	\$16,530	\$16,530
6	1	1	Structural (Extended Price is Included in Items 2.1, 2.2 and 2.3)	\$37,425	\$0
7	1	1	Electrical Engineering - Pedestrian Underpass Lighting	\$3,710	\$3,710
8	1	1	Post Design Services	\$11,138	\$11,138
			Total		\$139,757

(Pricing for each participant is listed on the detailed Fee Proposal spreadsheet)

Not to Exceed Total: \$139,757



SUBMISSION FORM

SUBMISSION: It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett
 207 Muegge Way
 Bennett, CO 80102

Attn: **Robin Price**
 Title: **Town Public Works Director**
 RFP: **21-012**

Does your proposal comply with all the terms and conditions? If no, indicate exceptions	<input checked="" type="checkbox"/> YES / NO
Does your proposal meet or exceed all specifications? If no, indicate exceptions	<input checked="" type="checkbox"/> YES / NO
State percentage of prompt payment discount, if offered	<u>0</u> %
State total bid price (include all items bid)	<u>\$139,757</u>
State total bid price with discount	<u>\$139,757</u>

The Town of Bennett must have on file a completed W-9 prior to doing business with Contractors. Please submit the attached form with your Proposal.

SUBSTITUTE FORM W-9
REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION
 (A copy of the W-9 instructions is available upon request)

Vendor# _____

1 NAME OF FIRM:

ICON Engineering, Inc.

NAME (Legal Name)

-

BUSINESS NAME (If different from above e.g. DBA)

2 ADDRESS WHERE NOTIFICATIONS, PURCHASE ORDERS ETC. SHOULD BE MAILED
 (if different from above):

Matt Ursetta

NAME (As it appears on invoice)

7000 S. Yosemite Street, Suite 120

ADDRESS

Centennial, CO 80112

CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

(If more than one remit to address, please attach on additional page.)

(same as above)

STREET ADDRESS

CITY, STATE, ZIP

The Internal Revenue Service requires that you submit a Taxpayer Identification Number to comply with this regulation, please fill in the required information on this form, sign and return it to:

By fax (303) 644-4125
 By mail Town of Bennett
 ATTN: Danette Ruvalcaba
 207 Muegge Way
 Bennett, CO 80102



ICONENGINEERING



KIOWA-BENNETT ROAD SAFETY IMPROVEMENTS DESIGN



October 11, 2021

Town of Bennett
Attn: **Robin Price, Town Public Works Director**
Town Hall
207 Muegge Way
Bennett, CO 80102-7806
Email: rprice@bennett.co.us

voice: 303.799.5103
facsimile: 303.799.5104
toll free: 877.799.5103

RE: **Kiowa-Bennett Road Safety Improvements Design (RFP #21-012)**

To the selection committee:

The Town of Bennett (Town) is in search of a consultant team to provide professional consultation on traffic and civil engineering design for the safety improvements along the Kiowa-Bennett Road corridor. Our team at Bohannon Huston, Inc., (BHI) understands the vision and goals you have for this project, and we stand ready to provide exceptional engineering services and project management that will consider the efforts already taken by the Town to identify this as an area of improvement. We will ensure a smooth collaboration between CDOT Region 1, FHWA, Arapahoe County and the Town of Bennett by capitalizing on our previous project experience working with each group and strategizing a project schedule that is equitable and effective for all involved. We understand the importance the Town places on receiving responsive service, and you can continue to expect BHI to provide quality-driven deliverables. **Quality, innovation, value, and sustainability are the key principles that guide everything we do at BHI.** We have assembled an experienced team with comprehensive capabilities and local expertise—under the direction of our Project Manager, Jared Lee, PE—that brings the following strengths to this contract:

Drainage/Roadway Planning & Design > Our staff regularly produces drainage and roadway design plans with construction packages on projects of many sizes. We have assembled a proven team that includes a unique blend of transportation, structural, drainage, utility, geotechnical, and construction project experience—specifically integrating our familiarity with the area based on our past work on the Kiowa Creek Master Drainage Plan (MDP) and the Kiowa Creek Open Space project, as well as our preliminary work on the Bennett Master Transportation Plan—making us a perfect fit for the elements required for this project.

Strong Understanding of CDOT Processes > Our team is well versed in CDOT standards and development/review procedures and has worked together on numerous CDOT Region 1 Local Agency (LA) projects. BHI and our team have provided support on regional CDOT LA projects, such as the Littleton Rio Grande Bridge Replacement, Broomfield 136th Ave HSIP Safety Improvements, and Manitou Avenue – Park to Serpentine (MAPS). We will lead the project through the CDOT submittals, so necessary approvals are gained to proceed toward funding approval and construction.

Compassionate & Committed > For BHI, working on municipal projects is a point of pride. We take great care with these types of projects for communities like the Town of Bennett, because we know how even the smallest project can make a big impact. This kind of work is a staple of our business, and we excel in developing cost-effective solutions in an accelerated timeframe that will lead to meaningful improvements to citizens' quality of life. We will stand by our work and your staff should any issues arise and ensure resolution and satisfaction. We are committed to continuing to build our relationship as a trusted service provider for the Town.

We are confident you will find that BHI has the right capabilities, people, and experience to complete this project on time and within budget. **If you have any questions or need further clarification, please do not hesitate to contact Jared (jlee@bhinc.com) or call us at 303.799.5103.** Thank you for reading our proposal and for considering the BHI team!



Jared Lee, PE, LEED AP
Senior Vice President

Statement of Qualifications >>

General Firm Information

Founded in 1959, BHI is a leading multidisciplinary engineering, planning, spatial data, and advanced technologies firm serving the municipal infrastructure needs of communities throughout the Rocky Mountain Southwest Region. We provide our clients with a blend of civil engineering practices and strategies, enabling us to create transportation plans from scratch or nearly scratch, or by building off previous plans to update them.

Our Project Manager, Jared Lee, is a professional engineer who has previously worked closely with the Town of Bennett, Arapahoe County, and CDOT R1 and has valuable knowledge about the area. Our experience and familiarity, backed by the support of a robust and talented team of engineers, planners, surveyors, and professional partners will ensure that the deliverables are scrutinized for quality and that they are accurate, on time, and within budget when they are received by the Town.



“Our success is reflected in our longstanding relationships with our clients. We are proud of the relationship we are building with the Town of Bennett and look forward to continuing to work with you.”

BHI's approach to design and civil engineering infuses an array of data, issues, and opportunities into the design process to create accuracy and order, to affirm adherence to guidelines and safety standards, and to consider the usability and longevity of the design in order to maximize the benefit to the communities we serve for years after the project is complete. Ultimately, all input is fully vetted through the lens of our combined team of **planners, surveyors, spatial data specialists, construction observers, and engineers**, resulting in deliverables that are ready for us to carry to fruition through our construction phase services. Deliverables and solutions are also aligned with priorities of the community and consider possible funding or budgetary hurdles from the start of the project, eliminating setbacks in later stages of the engineering and construction phases.

Services & Specialties

BHI's engineering staff offers full-service, end-to-end solutions for all aspects of civil engineering. The success of our staff is reflected by our relationships with existing clients that have been developed over **60 years of service**. Continuing investments in the latest, best technologies and a highly trained, experienced staff ensure that our engineering team provides our clients with quality-driven designs while staying within budgetary and schedule constraints. In the following graphic is a relevant list of the services BHI is capable of providing in-house for safety improvement designs:

STORMWATER & DRAINAGE	TRANSPORTATION	STRUCTURAL
<ul style="list-style-type: none"> Hydrology and hydraulic analysis and modeling Optimization of existing drainage facilities Drainage studies and watershed management planning Design of new drainage infrastructure CLOMR, LOMR, and floodplain impact assessment Water quality 	<ul style="list-style-type: none"> Transportation master plans Rural roadways Urban arterials Intersections Lighting and illumination plans Traffic studies Corridor analysis Planning documents Traffic signal systems Streetscape/urban enhancement Pedestrian, bicycle, and equestrian facilities Airports and aviation Interstate and US highways Interchanges 	<ul style="list-style-type: none"> Stormwater infrastructure Large earth-retaining systems Evaluation of municipal facilities Structural facilities Design for substations and plants Bridge rehabilitation Bridge damage repair Bridge evaluation/assessments Scanning and model generation Inspections and sufficiency ratings Seismic screening Traffic signal systems Rendering and animations Bridges (roadway and pedestrian)

Resumes/Locations/Availability of Key Project Personnel

BHI's proposed project team is a close-knit group dedicated to keeping your project under a tight focus, as shown in the organization chart in the *Proposed Project Team* section. The major strength of this team setup is the integration and collaboration between civil engineering departments. This ensures strategies and recommendations are developed accounting for the individual perspectives of each engineering discipline, address community needs, and are technically feasible with an emphasis on safety and ease of maintenance over time. Our experience on a variety of transportation designs allows us to apply proven methodologies and develop community-specific plans that are responsive to local issues while aligning with budgetary and schedule expectations. **Additional skills and areas of competency include efficient energy and environmental design, CDOT Local Agency-specific knowledge, cost estimation expertise, construction feasibility assessments, and local knowledge of the Kiowa Creek watershed (specifically drainage and water resource needs) and the Town of Bennett.**

70% of our team is located in the Denver Office.

Jared Lee (Project Manager & Principal-in-Charge) will work directly with the team identified to ensure all tasks are completed efficiently and following proven quality processes. BHI's internal technology and communication protocols allow us to bring together the right team members across offices. If additional technical skills or team capacity are needed, other staff are always available to provide the necessary support.

Jared Lee, PE, LEED >> Project Manager & Principal-In-Charge > Denver Office > 40% Availability



Experience > 19 years

Education > BS Civil Engineering

Licensure > CO PE #51313 > LEED Accredited Professional

As an experienced project manager, Jared Lee's primary responsibility is leading BHI design teams in a wide range of civil engineering projects—from roadway and stormwater facilities to full site development projects—while maintaining an active role in the design process. Throughout his career, Jared has gained valuable experience in projects, ranging from roadways to site grading and drainage, to private and public infrastructure studies and

design, to commercial and residential subdivision planning and engineering, as well as governmental and environmental approvals and compliance. His experience includes new roadway and reconstruction projects involving multi-modal and pedestrian facilities; master planning; roadway, utility, and drainage design; drainage reports; stormwater management and erosion control plans associated with these developments; cost estimation; and bid document preparation. Jared has managed several municipal contracts, including CDOT Local Agency (LA) Projects. He also has experience with HSIP-, TAP-, DOLA-, and CDBG-funded projects. He is adept at meeting or exceeding clients' needs with on-time and on-budget delivery. Jared applies environmentally minded design principles to projects as a Leadership in Energy and Environmental Design (LEED) Accredited Professional and has experience with green and bio-engineered solutions on a variety of drainage and site projects.

Project Highlights >> Project Manager

Kiowa Creek North Open Space Park (Sub to DHM Design) > Arapahoe County Open Space > Bennett, CO

Kiowa Creek Master Drainage Plan > Arapahoe County > Bennett, CO

Rio Grande Bridge Replacement > City of Littleton/CDOT R1 > Littleton, CO

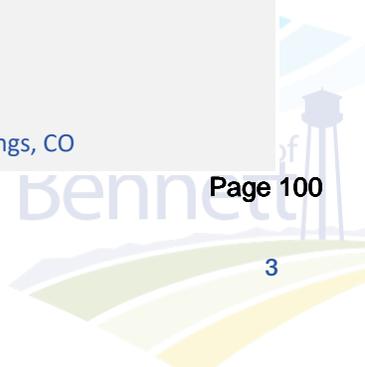
W. 136th Ave. Safety Improvements (HSIP) > City and County of Broomfield/CDOT R1 > Broomfield, CO

Hover Rd Underpass > City of Longmont/CDOT R4 > Longmont, CO

UDFCD Willow Creek at Maximus Drive > Mile High Flood District > Lone Tree, CO

Gordon Drive Drainage Improvements > Town of Castle Rock > Castle Rock, CO

Manitou Avenue – Park to Serpentine (MAPS) > City of Manitou Springs/CDOT R2 > Manitou Springs, CO



Rifka Wine, PE, CFM >> Drainage Engineering > Denver Office > 30% Availability



Experience > 11 years

Education > BS Civil Engineering

Licensure > CO PE #49772, CFM #US-19-11134

Rifka is a versatile engineer with a unique combination of hydrology and hydraulics, GIS analysis, and design skills. Her design experience includes a broad range of stormwater and ecological engineering projects. She has excellent command of engineering best practices for hydrology and hydraulics developed through her analysis and design work on numerous projects throughout Colorado and New Mexico. Her successfully completed projects include hydrologic and hydraulic analysis, drainage master planning, culvert engineering, channel design, and erosion control. She has created design plans and specifications and provided construction support for multiple storm drainage or revise FEMA floodplains. She regularly attends CASFM Conferences and Trainings as well as the MHFD Annual Seminar. As such, she is well-informed on the latest standards, trends, and best practices in stormwater management in the region. Rifka is proficient in CUHP, UD-Culvert, HY-8, FLO-2D, HEC-HMS, HEC-RAS, AutoCAD Civil3D, Arc Hydro Tools, HEC-GeoHMS, and EA SWMMM.

Project Highlights >> Drainage Lead Engineer

- Kiowa Creek North Open Space Park (Sub to DHM Design) > Arapahoe County Open Space > Bennett, CO
- Kiowa Creek Master Drainage Plan > Arapahoe County Open Space > Bennett, CO
- Rio Grande Bridge Replacement > City of Littleton/CDOT R1 > Littleton, CO
- UDFCD Willow Creek at Maximus Drive > Mile High Flood District > Lone Tree, CO

Andrew Chambers, PE >> Drainage Engineering > Denver Office > 50% Availability



Experience > 6 years

Education > BS Civil Engineering

Licensure > CO PE #58679

Andrew Chambers brings 5 years of extensive experience working in commercial and residential land development throughout the Denver metro area. Andrew has been involved in all phases of the design process and has provided efficient and cost-effective solutions to numerous municipalities up and down the Front Range. He has strong knowledge of Denver Water engineering project specifications and requirements and has expertise in utility design, including storm, sanitary, and water networks. Having worked as a field engineer, he has construction experience and draws upon this experience to support teams with site layout, drainage, and utility design for various projects. Andrew has been the lead stormwater management and drainage engineer for the BHI Denver engineering team, providing solutions to mitigate drainage issues for a multitude of projects. His work has included hydrologic and hydraulic analysis on several public and private site developments and roadway corridors. Recent work has also included review of preliminary and final drainage reports as well as SWMP reports and plan sets for compliance with City of Aurora standards and specifications. Andrew is proficient in AutoCAD, Civil3D, StormCAD, Stormwater Studio, and Google Earth.

Project Highlights >> Drainage Engineer

- Rio Grande Bridge Replacement > City of Littleton/CDOT R1 > Littleton, CO
- W. 136th Ave. Safety Improvements (HSIP) > City and County of Broomfield/CDOT R1 > Broomfield, CO
- CentrePointe Plaza Development and Backbone Infrastructure > City of Fort Morgan > Fort Morgan, CO
- Bennett Ave. Waterline Transmission Replacement > City of Cripple Creek > Cripple Creek, CO



Kyle Morris, PE >> Transportation & Roadway Engineering > Denver Office > 30% Availability



Experience > 6 years

Education > BS Civil Engineering

Licensure > CO PE #58749

Kyle Morris brings our team experience with civil design, traffic analysis, development review, and field inspection. His primary tasks include **traffic and transportation design** for roadway improvement projects. Kyle offers technical experience in relevant technical manuals and software, such as AASHTO, MUTCD, HCM, AutoCAD Civil 3D, MicroStation, Synchro/SimTraffic, SIDRA Intersection, and HCS. He designs all elements of roadways, including multi-use trails, sidewalks, and drainage features, and is familiar with the **CDOT LA process**. Kyle also brings skills and knowledge with permit compliance, safety and operational effects, scope development and review, cost estimation, and inspections of new construction.

Project Highlights >> Traffic & Roadway Engineer

- Kiowa Creek North Open Space Park (Sub to DHM Design) > Arapahoe County Open Space > Bennett, CO
- W. 136th Ave. Safety Improvements (HSIP) > City and County of Broomfield/CDOT R1 > Broomfield, CO
- Rio Grande Bridge Replacement > City of Littleton/CDOT R1 > Littleton, CO
- Manitou Avenue – Park to Serpentine (MAPS) > City of Manitou Springs/CDOT R2 > Manitou Springs, CO

Brady Weingardt >> Transportation & Roadway Engineering > Denver Office > 40% Availability



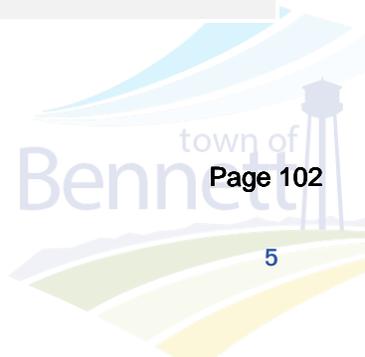
Experience > 14 years

Education > AAS with certification in Engineering Technology

Brady Weingardt's experience has focused on transportation design, plan production, and construction management. He has been highly involved in roadway, multi-modal, and traffic design work, as well as in drainage design and structural detailing. His project work has varied from traffic and environmental studies and planning to roadway design and plan production in both MicroStation and InRoads, as well as AutoCAD and Civil 3D. Along with his expertise in design and plan production, Brady has approximately 5 years of construction management experience. He has worked with concrete and asphalt pavement, subgrade and base course placement, and proof rolling. His projects have included signing and striping inspection, roadway and bridge rehabilitation, and installation of a three-cell box culvert with grouted riprap sediment pond with drop structures.

Project Highlights >> Traffic & Roadway Technical Specialist

- W. 136th Ave. Safety Improvements (HSIP) > City and County of Broomfield/CDOT R1 > Broomfield, CO
- Rio Grande Bridge Replacement > City of Littleton/CDOT R1 > Littleton, CO
- Castle Pines Parkway Reconstruction > City of Castle Pines > Castle Pines, CO
- Manitou Avenue – Park to Serpentine (MAPS) > City of Manitou Springs > Manitou Springs, CO
- Cripple Creek TAP Sidewalks > City of Cripple Creek > Cripple Creek, CO



Rob Croft, PE >> Structural Engineering > Albuquerque Office > 40% Availability



Experience > 27 years

Education > MS Civil Engineering, BS Civil Engineering

Licensure > CO PE #40948

Rob Croft has experience in structural engineering design and research/forensic engineering. He has management and design experience from contract preparation through project close-out, including design reviews, construction documents, and construction observation. His structural design expertise includes reinforced concrete, steel, masonry, and timber structural components and systems. Rob's bridge experience includes the design and rehabilitation of steel girder and precast/prestressed concrete structures. He has been responsible for the design of structures founded on expansive soils and structures subjected to large lateral forces due to seismic and wind. His experience also includes an understanding of system and material behavior as it relates to failure mechanisms in structures.

Project Highlights >> Structural Engineer

Rio Grande Bridge Replacement > City of Littleton/CDOT R1 > Littleton, CO

Manitou Springs – Spring St. Bridge > City of Manitou Springs > Manitou Springs, CO

Edgewood Bachelor Draw Pedestrian Bridge > Town of Edgewood > Edgewood, NM

NM4 and East Jemez Rd. Preliminary and Final Design > US Army Corps of Engineers > Los Alamos, NM

US285 Bridge 9130 Assessment and Design > New Mexico Department of Transportation > Vaughn, NM

Craig Hoover, PE >> QA/QC > Albuquerque Office > 10% Availability



Experience > 34 years

Education > MS Civil Engineering (Hydrology & Hydraulics), BS Civil Engineering

Licensure > CO PE #42037

Craig Hoover is a Senior Vice President and manager of the BHI Water Resources group. In addition to client support, business development, and project management, he is a recognized leader in the Water Resources community. His wide-ranging technical expertise includes planning and design of civil engineering projects in the areas of flood control, storm drainage, storm water quality, water systems, sanitary sewers, subdivisions, and roadway improvement and rehabilitation. Because he has been involved in all stages of design processes, Craig is adept in the preparation and assessment of feasibility studies, reports, and design plans. His ability to clearly understand a client's needs and goals allows him to communicate this information in the reports and plans, particularly with drainage and flood control.

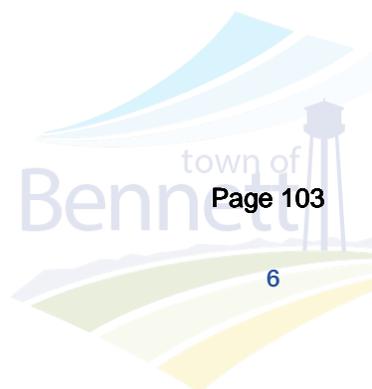
Project Highlights >>

Kiowa Creek North Open Space Park (Sub to DHM Design) > Arapahoe County Open Space > Bennett, CO

Arapahoe County Comanche Creek MDP > Arapahoe County > Strasburg, CO

Slaughterhouse Gulch Bridge Hydraulics > City of Littleton/CDOT R1 > Littleton, CO

Wolf Creek Master Drainage Plan > Arapahoe County > Strasburg, CO



Sean Melville, PE >> QA/QC > Albuquerque Office > 10% Availability



Experience > 25 years

Education > MS Civil Engineering (Structural Emphasis), BS Civil Engineering

Licensure > CO PE #45516

Sean Melville's extensive structural engineering design experience includes bridges, buildings, drainage structures, retaining walls, sound walls, power transmission and generation structures, water bearing structures, flood control structures, and earth retaining systems. He is well versed in the design and analysis of reinforced concrete, pre-cast/pre-stressed concrete, steel, and masonry structural components and systems. He has also participated in structural feasibility studies of building construction materials and methods, supplied structural evaluation inspections for damaged structures, and provided construction inspection services.

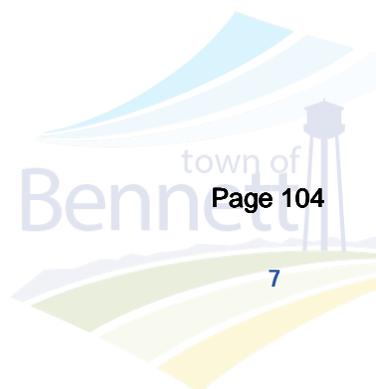
Project Highlights >>

Rio Grande Bridge Replacement > City of Littleton/CDOT R1 > Littleton, CO

Manitou Springs – Spring St. Bridge > City of Manitou Springs > Manitou Springs, CO

Edgewood Bachelor Draw Pedestrian Bridge > Town of Edgewood > Edgewood, NM

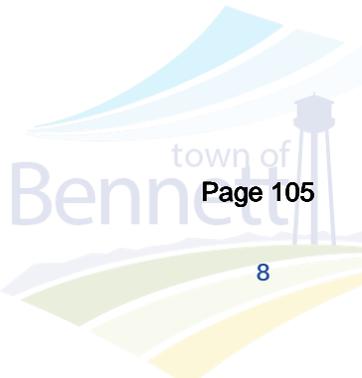
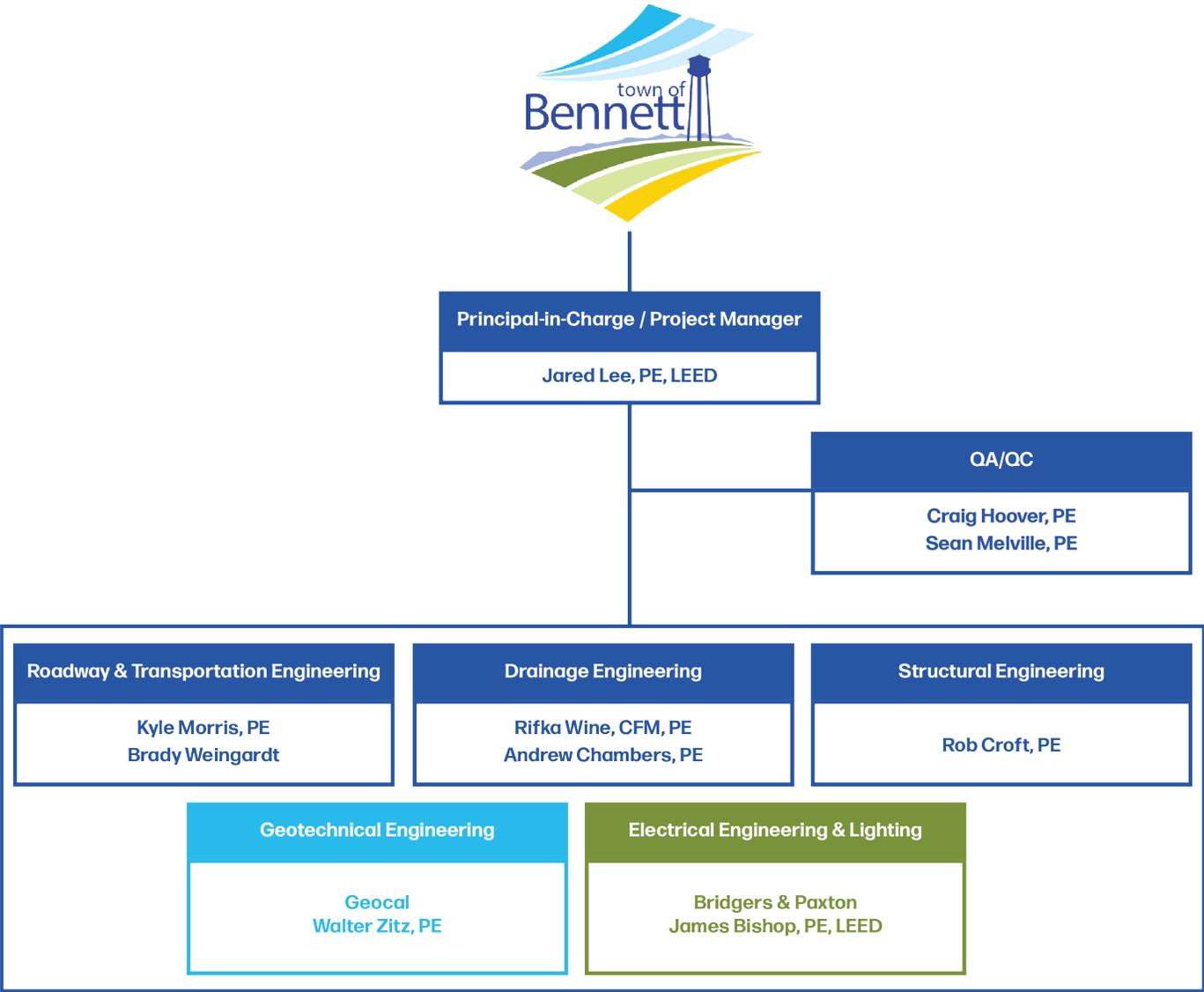
Manitou Springs – Church St. Bridge > City of Manitou Springs > Manitou Springs, CO



Proposed Project Team >>

Organizational Chart

After an in-depth evaluation of the project requirements, Jared has crafted a team of engineers, subcontractors, and quality evaluators that is optimized to his project management style and aligns with the vision for the Kiowa-Bennett Road Safety Design. Our team organization chart outlines our structure that is based in our Englewood office, supported by additional staff licensed to work in the State of Colorado as specialists in their field.



Subconsultant Resumes

Geocal

Geocal provides geotechnical engineering, construction management, inspection, and materials testing across Colorado and the Rocky Mountain Region. Their systems and processes are influenced by AASHTO and CDOT evaluation and proficiency programs. Geocal holds a DBE certification and will provide geotechnical investigation for this project.



Walter Zitz, PE >> Geotechnical > Denver Office



Experience > 10 years

Education > MS Geotechnical Engineering, BS Civil Engineering

Licensure > CO PE #49533

Walter Zitz's experience includes geotechnical engineering, pavement design, construction materials testing and inspection, and safety inspection of existing bridges and levees. He is proficient in developing foundation recommendations for structures, ranging from signal pole foundations to retaining walls and multi-span bridges. He is an expert in developing pavement designs following current MGPEC, CDOT M-E, AASHTO-93, and FAA standards, as well as completing Life Cycle Cost Analyses. Walter's focus is on sound engineering practices and principles to provide practical solutions to geotechnical engineering or construction-related challenges. Walter is well-versed with CDOT Standards, AASHTO LRFD Bridge Design Specifications, and several local agency standards.

Project Highlights >> Geotechnical Engineer

W. 136th Ave. Safety Improvements (HSIP) > City and County of Broomfield/CDOT R1 > Broomfield, CO (sub to BHI)

CentrePointe Plaza Development and Backbone Infrastructure > City of Fort Morgan > Fort Morgan, CO (sub to BHI)

Rio Grande Bridge Replacement > City of Littleton/CDOT R1 > Littleton, CO (sub to BHI)

US85 & Weld CR44 Peckham Interchange > CDOT R4 > City of Peckham, CO

US34 Resurfacing Fort Morgan to Brush > CDOT R4 > City of Fort Morgan, CO and City of Brush, CO

56th Ave. Widening - Chambers to Peña > City and County of Denver > Denver, CO

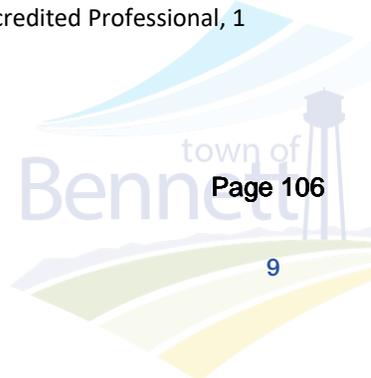
Bridgers & Paxton



In 1951, two former Los Alamos Labs mechanical engineers, Frank Bridgers and Don Paxton, founded the company now known today as Bridgers & Paxton Consulting Engineers (B&P). Over the last seven decades, B&P has added electrical, fire protection, instrumentation & controls engineering, and a range of other services like energy modeling, BIM, and technology design.

Leveraging technology, B&P's design team uses Autodesk Revit to provide owners and teaming partners with 3D Design Modeling. This interactive software provides collision detection, saving both money and time. The firm has 24 BIM Certified Professionals and designed 808 projects in BIM, totaling over 25 million square feet of BIM Revit design.

B&P's Colorado Springs office was established in 2010 and currently has a team of 15 employees providing engineering design for K-12 schools, higher education, government, military, medical, hospitality, manufacturing and other commercial services. The Colorado office, led by Owner/Principal Steve Taylor, PE, includes 2 Mechanical Engineers, 1 Senior Electrical Engineer and a Senior Electrical Designer. Our team has 3 Revit Certified Professionals, 1 WELL Accredited Professional, 1 NCQLP Lighting Certified Professional, and 6 LEED Credentialed Professionals.



James Bishop, PE, LEED >> Electrical Engineering > Colorado Springs Office**Experience >** 15 years**Education >** BS Electrical Engineering, BS Mathematics**Licensure >** CO PE #053312

As an experienced senior electrical engineer and project manager, James Bishop's primary responsibility is leading B&P design teams to create innovative, dependable solutions for clients, to include CDOT's current on-call team for the past few years. James is an Electrical Engineer with 15 years of experience designing electrical systems including lighting, controls, fire alarm, and power distribution. He works with owners, architects, and contractors to establish project requirements, including scope, fees, and schedules. He designs electrical construction documents and specifications using the project requirements and with special emphasis on positive results for building owners, occupants, and maintenance personnel. He has project experience in municipal, educational, commercial, industrial, and healthcare. Current work experience includes electrical design for new and existing facilities. His passion for electrical design is focused on energy efficiency, integrated design, and the usability and maintainability of buildings.

Project Highlights >> Senior Electrical Engineer**Wolf Creek Upgrade Engineer of Record >** CDOT R5 > Pagosa Springs, CO**Monument VSF Flowport and Wash Bay Electrical Upgrade >** CDOT R1 > Monument, CO**City of Poncha Springs VSF >** CDOT R5 > Poncha Springs, CO**City of Colorado Springs Alleyway Lighting >** City of Colorado Springs > Colorado Springs, CO

Project Approach >>

Executive Summary / Project Description

In addition to a thorough review of the RFP's Scope of Work, we have conducted site visits and background research on the project in our preparation of this proposal. We understand the Town of Bennett is looking at making safety improvements at two locations along Kiowa-Bennett Road. The project includes **Culvert and Sediment Control Improvements** at the intersection of Kiowa-Bennett Road at Colfax Avenue, as well as **Culvert Replacement & Pedestrian Underpass** along Kiowa-Bennett Road east of Kiowa North Open Space. The Town has provided conceptual plans for both projects as part of the RFP. BHI will look to build off those plans with the goal of improving safety along the corridor for vehicles, pedestrians, and residents, while maintaining the Town's budget for the project. We understand the project is funded jointly by the Town of Bennett, Arapahoe County Open Space, as well as the FHWA High Risk Rural Road Highway Safety Improvement Program (HRRR HSIP) and will require oversight and involvement from CDOT Region 1.

Data Collection/Basis of Design

We will rely on survey information provided by the Town surveyor and the conceptual plans as the basis of design. The Town will be responsible for providing boundary, right-of-way/easement, and topographic site survey and base mapping, including initial utility locates. We will review these files and provide initial recommendations and modifications as appropriate for the ultimate final design plans. The Town will also provide environmental investigation and services through a sub-consultant for environmental clearance and permitting.

Geotechnical Investigation

We have teamed with long-time partner Geocal to provide geotechnical investigation services for the project. Geocal will perform borings on the site as needed to characterize the subsurface soils, bedrock elevations, and groundwater levels, as well as define associated construction recommendations. They will also provide channel, bank, and bed grain size

distributions for scour calculations along with structure bearing and foundation recommendations. Existing pavement thickness and pavement replacement recommendations for the roads will also be included.

Design Services

BHI will provide complete design services for the culvert and safety improvements, including drainage, structural, roadway and utility design.

Drainage Design

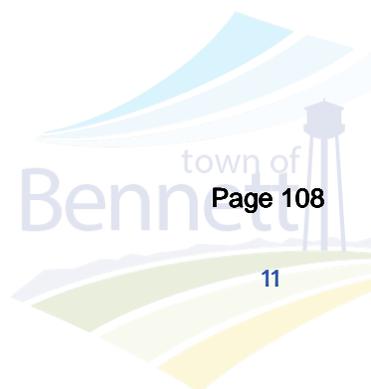
BHI will rely and build on our local drainage knowledge from the Kiowa Creek MDP we completed for Arapahoe County in Fall 2017 to develop hydrologic and hydraulic analysis of the culvert improvements and replacements. We have a thorough understanding of conditions in the area—including base mapping, soil conditions, and future planning—and experience sizing roadway culverts for County Roads throughout the area that will help guide us in developing sizing of the drainage crossings. The **Culvert Replacement & Pedestrian Underpass along Kiowa-Bennett Road east of Kiowa North Open Space** is located within the Kiowa Creek MDP watershed that we previously studied. Using our MDP hydrologic models as a starting point, we will provide additional detail to allow us to size the culvert replacement and pedestrian underpass to meet County and Town Drainage criteria and project objectives. Using the Colorado Urban Hydrograph Procedure (CUHP), we will develop comprehensive hydrologic models for both project locations, including contributing upstream basins.

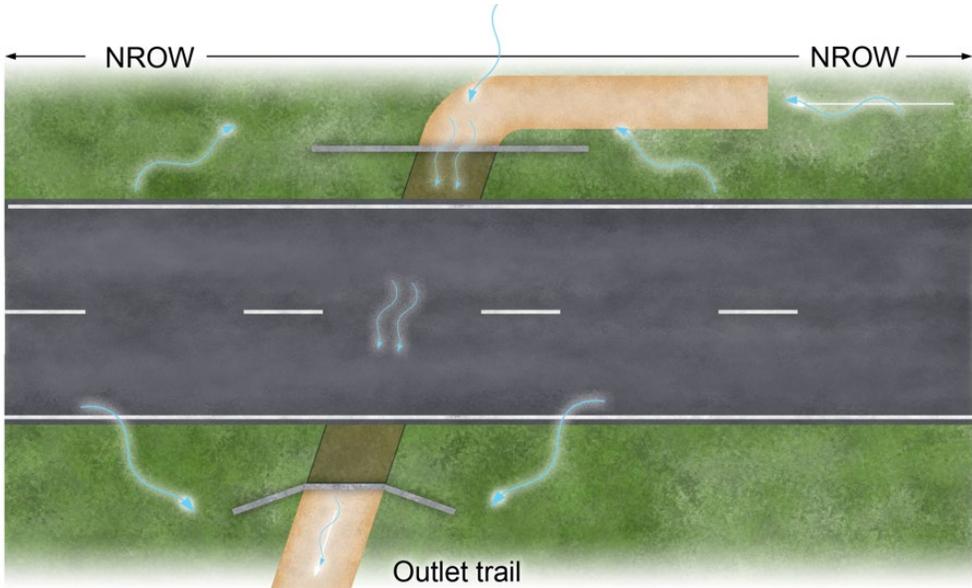


For the **Culvert and Sediment Control Improvements the intersection of Kiowa-Bennett Road at Colfax Avenue**, we will estimate the Water Quality Capture Volume (WQCV) per MHFD criteria and size a sediment pond at the intersection to accommodate this volume. We will use HY-8 to size the culvert at this location. For the **Culvert Replacement & Pedestrian Underpass along Kiowa-Bennett Road east of Kiowa North Open Space**, we will develop a HEC-RAS model to assess the drainageway and culvert hydraulics given the somewhat complicated interface between stormwater conveyance and the trail underpass to ensure adequate drainage conveyance and safe pedestrian passage. We will size the culverts to meet Town and CDOT requirements, including design storm and scour. We will prepare a bridge hydraulics report summarizing the analysis and results of the existing and proposed crossing hydraulic models.

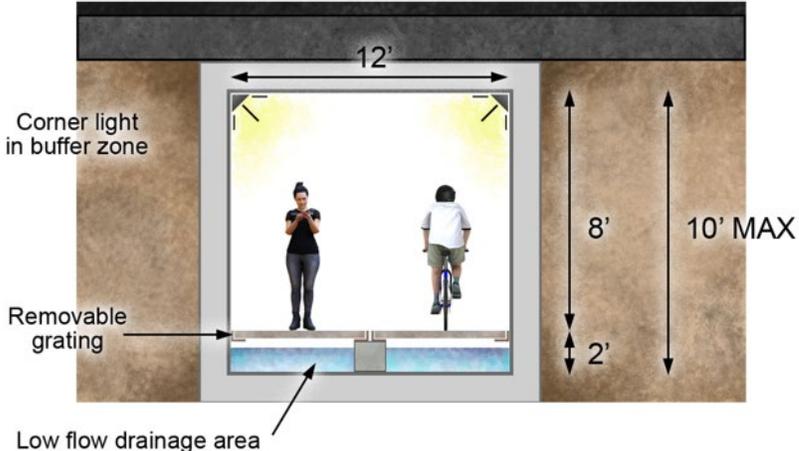
Structural

We understand the Town is proposing a Concrete Box Culvert (CBC) underpass as part of this project. A CBC could be constructed in phases with either cast-in-place concrete or precast concrete to reduce construction time and mitigate traffic closures and phased construction impacts to the public. BHI has experience designing CBCs for multipurpose drainage and trail crossings. In evaluating the Town's proposed crossing, we plan to consider evolved options that successfully manage the drainage and the trail users in integrated but segregated crossings. One possible concept may include the following example (on the next page) to help combine and manage drainage as well as pedestrians into a single cell – keeping usability, functionality, and maintenance in mind while trying to balance the limited cover and profile of the CBC and roadway above. It will be critical of a single-cell solution to adequately collect the drainage from all directions at the inlet in a way that filters sediment prior to joining the trail. Maintenance access then becomes critical to be able to clean and maintain a segregated/shared drainage and pedestrian facility, which this concept looks to achieve with open access grating. We also have experience designing typical multi-cell or side-by-side CBCs to keep drainage separate from the pedestrians and can review all options with the Town.

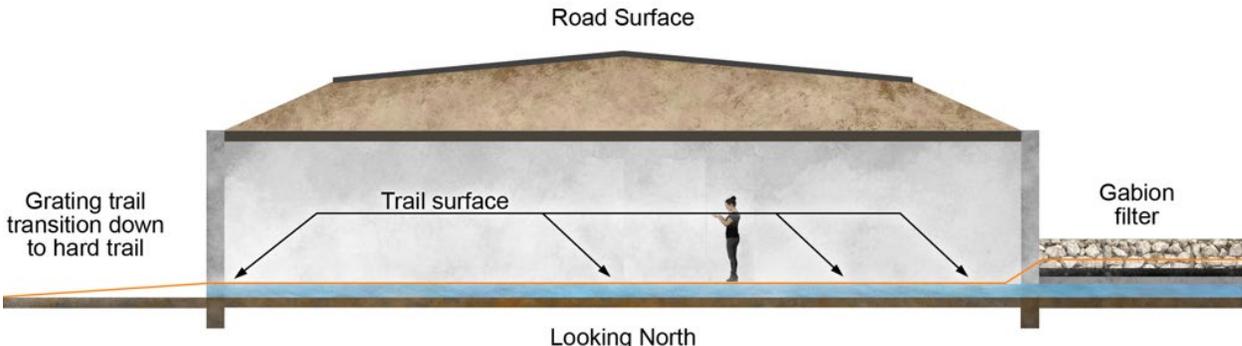




Underpass Plan View: Drainage flow from the east as well as from the road and roadside swales



Underpass Cross Section: Low-flow drainage integrated below pedestrian grating



Underpass Profile: Drainage is filtered from the roadside and transitions below the trail via pedestrian grating



Our structural design will include specification and design of the crossing structure incorporating recommendations of the subgrade preparation as supported by our geotechnical partner, Geocal, and any scour mitigation as recommended by our drainage engineers. Headwall, wingwalls, and/or retaining walls necessary for grading transitions and tiebacks will be provided, as well as guardrails or safety railing. Our crossing plans will incorporate any electrical and lighting plans provided by our subconsultant, Bridgers & Paxton, where necessary.

Roadway & Trail Alignment



BHI will evaluate and refined the preliminary layout for the culvert crossing and connecting roadway considering the existing geometry, elevations, roadway drainage, required construction methods, and accessibility, with the goal of setting a preliminary horizontal and vertical alignment to accommodate the culvert crossings. The hydraulics of the drainageway and depth of the bridge (low chord elevation and design water surface plus freeboard) will also be considered in setting the preliminary vertical alignment.

Our staff is versed in the **American Association of State Highway and Transportation Officials (AASHTO) Green Book**, the **CDOT Standard Specifications for Road and Bridge Construction**, and other state and federal guidelines applicable to roadway design. The BHI team is fully trained and knowledgeable in current federal

Americans with Disabilities Act (ADA) guidelines for design of pedestrian sidewalks, curb ramps, and crosswalks within public ROWs. This includes experience with the FHWA document Public Right-of-way Accessibility Guidelines (PROWAG) and **CDOT's Roadway Design Guide Chapter 14: Bicycle and Pedestrian Facilities**. BHI staff bring this knowledge to support planning with the Arapahoe County Open Space and incorporate the trail extension under the bridge connecting Kiowa Creek North Open Space to the east. This knowledge will help in determining final alignments of the culverts and trail, and it can support in final design of roadway improvements if needed.

Constructability

To minimize closures and maintain traffic on the corridor during construction, BHI will prioritize solutions that are sensitive to and lower the construction timing of phased solutions where necessary. Our experience will provide the Town with an understanding of which solutions achieve this and the resulting economics of those materials to aid in deciding the appropriate solutions for this project. Whenever phased construction exists on a project, such as this one, constructability becomes a critical component early in our design process. Therefore, as part of all our design projects, we have a senior member of our internal Construction Management Group complete constructability reviews to ensure the design contains sufficient information and detail and that it can be readily constructed within the project's constraints.

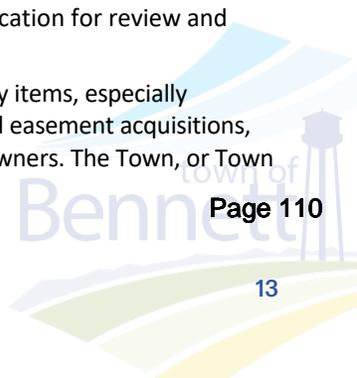
Utility Coordination

Using the information provided by Town, we will identify all utilities to be impacted by the culvert replacement, including any existing electric, gas, and communication lines. We will avoid existing utility impacts where feasible and identify any relocations or adjustments that may be needed for the Town to coordinate with the respective utility owner. Additional locating, including potholing, will be provided by the Town.

Field Investigation Review (FIR)

BHI will prepare plans for submittal and review with the City and CDOT at the Field Investigation Review (FIR) meeting to include PDF versions of each along with an engineer's opinion of probable costs. As part of this phase, we will provide Preliminary Construction Drawings (22" x 34" printable on 11" x 17") and specifications for each location for review and comment by CDOT and other involved parties.

As part of the Preliminary Plans, we will begin to identify any early- and long-lead order and delivery items, especially including specialty equipment and hardware. We will also begin identifying required right-of way and easement acquisitions, including construction easements, for the Town use in negotiations and acquisitions with property owners. The Town, or Town



sub-consultants, will be responsible for preparing legal documents in conformance with CDOT and FHWA requirements and for acquisition processes.

Final Deliverables

Our staff regularly produces construction specifications and bid document packages on projects of many sizes. We have a comprehensive understanding of construction document requirements and the design process that extends through final plan development.

Construction Plans

BHI will prepare plans for submittal and review with the Town and CDOT at the Field Investigation Review (FIR/30%) and Final Office Review (FOR/90%) levels to include PDF versions of each along with an engineer's opinion of probable costs. As part of this phase, we will provide Construction Drawings (22" x 34" printable on 11" x 17") to include:

- Cover Sheet
- Standard Plans List
- General Notes
- Project Control and Survey Sheet
- Summary of Approximate Quantities

- Overall Site Plan
- Drainage Plan and Profiles
- Structural Plans and Details
- Roadway and Traffic Control Plan(s)
- Construction Details and Sections

Erosion Control Plans

Our team will also utilize CDOT standards and guidelines to prepare Stormwater Management Plan (SWMP) drawings as part of the final design phase. This will include a water control plan and report to promote environmentally sound construction practices. The goal of our project SWMP will be the reduction of erosion and the capture of sediment necessary to reduce the loss of soil on the construction site and minimize off-site impacts. It will be used in obtaining a Town Grading and Erosion Sediment Control Permit.

Technical Specifications

As part of the final design, BHI will provide technical specifications, including any needed special provisions, to describe unique elements of the work, **formatted in accordance with the Town of Bennett, Arapahoe County, and CDOT Standard Specifications for Road and Bridge Construction.**

Engineers Opinion of Probable Costs

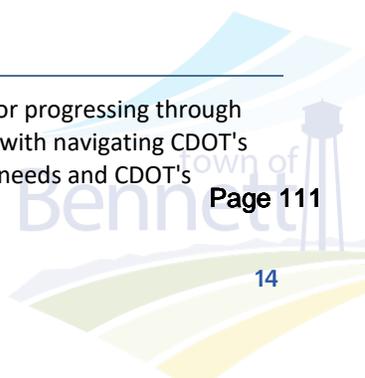
We will prepare a total estimate of construction costs as part of the alternatives analysis report stage and refine it at the 30% and 90% design milestones. We will also prepare a final Engineer's Estimate to accompany the final stamped plans and specifications. BHI routinely designs and bids projects, and **we maintain a construction cost reference database that includes unit prices for bid items from hundreds of projects.** We will then verify our estimate of probable costs is within the budget established for the project or certain portions of the overall project under consideration. As a rule, we incorporate value engineering activities into our designs from the project outset and monitor the construction cost throughout the design process to ensure the project remains within our client's budget.

Final Office Review (FOR) Meeting

BHI will facilitate and document the **FOR meeting** with the Town and CDOT staff following plan submittal distribution. **Final Stamped Plans, Specifications, and Cost Estimate (PS&E)** will be provided after the FOR review, addressing all final comments.

Permitting/Final Clearances (CDOT Coordination)

The BHI team is perfectly suited to provide the Town with the expertise and experience required for progressing through the CDOT project development process. We have provided numerous municipal clients assistance with navigating CDOT's processes, gaining the requisite approvals, and implementing improvements that both meet their needs and CDOT's



requirements. The BHI team is well versed in CDOT's standards and development and review procedures, and we have developed numerous CDOT Local Agency Agreement projects in the surrounding region. We will lead this project through the CDOT submittals so that the necessary approvals are gained to proceed toward final approvals and construction, including **utility, right-of-way, and environmental clearances**. Our knowledge of CDOT and existing relationships with CDOT staff will allow us to optimally navigate the review process with CDOT and keep the project on schedule. Our success with CDOT is based not only on our expertise and quality work, but also on our commitment to working within their processes to get jobs done right.

Bidding/Construction RFP Process

At BHI, we understand that a project doesn't end with final design plans. BHI will provide final contract documents including standard contract and bid form for construction advertisement. BHI will aid the Town throughout the bidding process to include conducting pre-bid meeting, providing clarification, issuing addenda as necessary, as well as attending the bid opening and compiling a tabulation of bids and recommendation of award for Town approval. You can count on BHI to maintain quality service throughout this project, which includes providing the support you need during bidding.

Project Coordination

One of the keys to success on any project is effective communication with the client and project stakeholders. Unlike other tasks with distinct start and end dates, this task will span the entire project. Our communication approach is outlined below.

Project Management: By beginning each project with a well-thought-out project work plan that accurately estimates resources needed, we can identify any issues early, while we have time to find solutions and minimize risk of schedule or budget overruns. For our clients, the importance of this approach is the improved quality and cost control it provides, helping us meet project schedules and budgets. We will facilitate discussion and establish a client communication plan during the initial kick-off meeting and adjust the plan as necessary throughout the course of the project.

Project Meetings: This task includes an initial project kick-off meeting, regular project meetings, progress reports, review meetings, and ongoing coordination with the Town and CDOT. We will prepare meeting agendas and distribute meeting minutes to document decisions made.

Coordination Meetings: With the number of parties who could be affected by design decisions, stakeholder participation will be an essential element of this project. Stakeholders for the project may include adjacent property owners, residents, businesses, CDOT, Arapahoe County, and private utility owners. As much as possible, stakeholder coordination will be conducted virtually or via telephone, but field meetings will be held when necessary.

Project Descriptions >>

Kiowa Creek Drainage Master Plan >> Completed in 2017 > On Time & Within Budget

Client Name & Address > Arapahoe County > 6924 S. Lima St., Centennial, CO 80112

Point of Contact > Cathleen Valencia, Capital Improvement Program Manager

Phone & Email > 303.795.4400 > cvalencia@arapahoegov.com



BHI recently completed the MDP for the 275-square-mile Kiowa Creek watershed to help Arapahoe County guide improvements of the drainage systems for the portion of the watershed (approximately 45 square miles) within Arapahoe County. Prepared per MHFD uniform approach and criteria, the MDP included: hydraulic analysis and alternatives development considering 3 bridge crossings, 9 culvert crossings, multiple detention ponds and grade control structures, and the delineation of floodplains and profiles for 14 miles of Kiowa Creek and approximately 42 miles of tributaries. **The project's overarching objectives were to evaluate and recommend improvements for numerous roadways crossing culverts, establish flow patterns and floodplains, and develop drainage management recommendations to guide future development and use of property within**

the study area. Major tasks included site investigation, field survey and mapping, hydrologic modeling (using CUHP and SWMM), hydraulic modeling (using HEC-RAS), development of drainage recommendations including conceptual design and cost estimates consistent with UDFCD Master Planning tools and procedures, public meetings, and coordination. As part of this project, BHI used cutting-edge spatial data and engineering tools, including GRASS GIS, to readily identify current flow patterns along with geomorphological changes over time to Kiowa Creek and its tributaries. These tools helped inform the assessment of the site conditions and the development of the most appropriate drainage recommendations. This MDP, the first for the County outside the jurisdiction of the Mile High Flood District, is being used as the framework for the County's management of drainage.

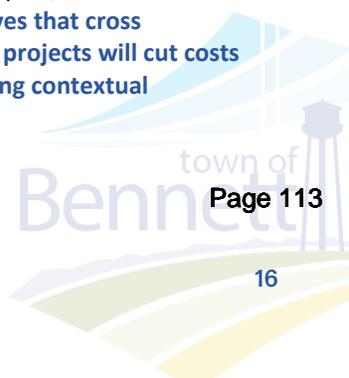
Kiowa Creek North Open Space Master Planning & Conceptual Design >> Ongoing

Client Name & Address > Arapahoe County Open Space > 6924 S Lima St, Englewood, CO 80112

Point of Contact > Roger Harvey, Open Spaces Planning Administrator

Phone & Email > 303.734.5448 > RHarvey@arapahoegov.com

BHI recently started working as a subcontractor to DHM Design on the Kiowa Creek North Open Space Master Planning & Conceptual Design Services project. Kiowa Creek North is approximately a 265-acre unimproved open space in Arapahoe County, located at the northwest corner of Kiowa-Bennett Road and Mitchell Road in Bennett. The open space property is being developed into a park based on planning and community input efforts from Arapahoe County residents, the Open Space and Trails Advisory Board, Board of County Commissioners, and staff. The anticipated park amenities may include trail connections, wildlife viewing areas, a creek crossing, potable water, and other infrastructure needs to support patrons of the park. The trail network will tie directly to the proposed underpass at Kiowa-Bennett Road. BHI's role on this project is to supplement DHM's staff by providing community outreach and planning support, and civil engineering design support – specifically for drainage and structures at the crossings. **BHI believes that cross collaboration between the project teams developed for both the master plan and road safety projects will cut costs for the Town and result in a swift, thorough, and efficient evaluation process rich in pre-existing contextual knowledge and familiarity with the project area.**



West 136th Ave. Safety Improvements >> Completed July 2021 > On Time & Within Budget

Client Name & Address > City and County of Broomfield > One DesCombes Drive, Broomfield, CO 80020

Point of Contact > Christian Thompson, CIP Project Manager

Phone & Email > 303.464.5807 > cthompson@broomfield.org

BHI recently completed the design of improvements along West 136th Ave near Legacy High School for the City as part of a **CDOT LA and HSIP-funded** Project. The proposed improvements should reduce accidents by improving motorists' safety for this section of West 136th Ave. It should also alleviate traffic congestion during the peak volume hours by providing a dedicated right-turn lane into the school visitor and student entrances, reconfiguring the westbound intersection of Zuni Street, and modifying the existing signals. The project included consideration for **multi-modal improvements**,



including a dedicated bicycle lane through the project limits and maintaining the existing sidewalks. BHI and subconsultants provided right-of-way surveying, topographic design survey, utility locating, and geotechnical investigation of the existing roadway; traffic and transportation design; signal modifications; landscape and irrigation design; and preparation of final construction plans; as well as permitting and coordination with **CDOT Region 1** local offices. As the project is adjacent to a local high school, a summer construction schedule was desired. BHI worked with the City to outline a design and bidding schedule for construction to occur during the summer of 2021. The project was recently completed prior to the start of the 2021 school year.

Hover Rd. Underpass and Trail >> Completed 2015 > On Time & Within Budget

Client Name & Address > City of Longmont > 385 Kimbark Street, Longmont, CO 80501

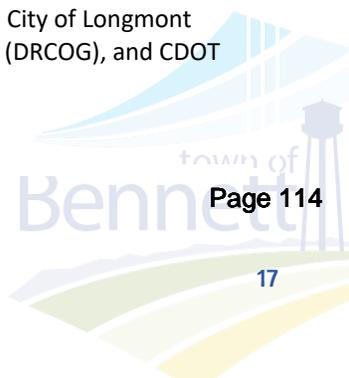
Point of Contact > Alan Bryning, Civil Engineer

Phone & Email > 303.651.8908 > allan.bryning@ci.longmont.co.us



The City of Longmont looked to improve the safety and operation of their transportation system. As part of this effort, BHI assisted the City staff with design and approvals for important **multi modal improvements** needed at the Hover Road crossing of the Dry Creek Greenway. **A grade-separated pedestrian and bicycle crossing** of Hover Road at the Dry Creek Greenway provided a safe access between the commercial shopping on both sides of Hover Road and will extend the existing Dry Creek Greenway trail system west of Hover Road further to the east.

The improvements included adding a cell to widen and retrofit the existing **concrete box culvert** at Hover Road and Dry Creek to provide **additional drainage capacity** and a **grade-separated pedestrian crossing**. The project also included **concrete trail** sections connecting to the existing concrete trail west of Hover Road and the on-street concrete trails along the east and west side of Hover Road and connections to the Twin Peaks Mall area. This project was a **Local Agency project** between the City of Longmont Public Works and Natural Resources Department, the Denver Regional Council of Government (DRCOG), and CDOT Region 4.



Rio Grande Street Bridge Replacement >> Ongoing (currently out for construction bidding)

Client Name & Address > City of Littleton > 2255 W. Berry Avenue, Littleton, CO 80120

Point of Contact > Brent Thompson, City Engineer

Phone & Email > 303.795.3798 > bthompson@littletongov.org

BHI is currently supporting the City of Littleton, along with **CDOT R1 oversight and funding**, in replacement of the Rio Grande Street bridge over Slaughterhouse Gulch. This **CDOT Local Agency project** replaces the existing, dilapidated structure constructed over 50 years ago with a new, precast concrete box culvert that **improves the current roadway conditions**, while maintaining the hydraulic flow conditions. BHI prepared a structural selection report to help in determining the best approach to this project and ultimately determined a CBC would provide the best cost benefit to the project. The new structure will **widen the roadway** to meet current standards and allow for a **new 10' wide sidewalk** to be installed along the roadway. A second cell was also integrated into the structure to allow for a **future trail underpass connection**. Existing utility lines hung from the bridge are also to be protected in place and relocated within the roadway profile above the new structure.



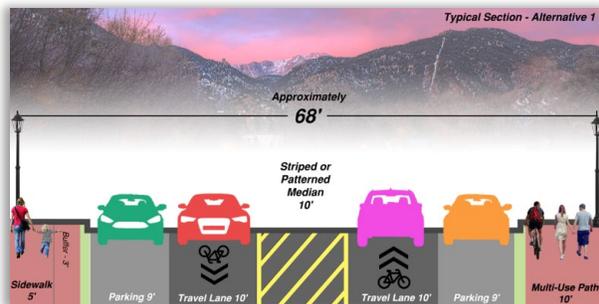
BHI and our team provided surveying, civil engineering (including **roadway geometric design, and traffic control** and phasing), geotechnical services, hydraulic analysis, hydrological investigation and reports, structural engineering (structural selection and design), **utility relocation** coordination, all necessary **environmental permits, clearance/approval by CDOT**, and bidding assistance.

Manitou Avenue: Park Avenue to Serpentine Road >> Completed 2021 > On Time & Within Budget

Client Name & Address > City of Manitou Springs > 606 Manitou Ave., Manitou Springs, CO 80829

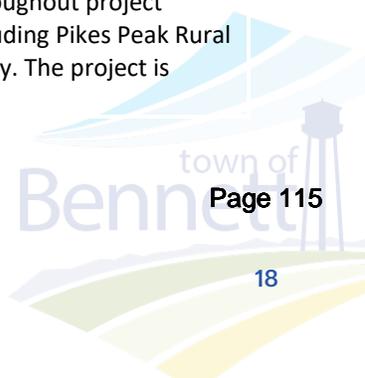
Point of Contact > Roy Chaney, Deputy City Administrator

Phone & Email > 719.499.1642 > rchaney@comsgov.com



BHI worked closely with the City of Manitou Springs to complete a **roadway corridor improvement** project funded through **CDOT R2 LA** monies. The project is on the west end of Manitou Ave, from Park Ave to Serpentine Rd. The project focused on **bicycle and pedestrian facilities, lighting, landscaping, and drainage improvements** along the corridor. As a transition from the main downtown section, solutions along this corridor considered the blending of business and residential needs while also supporting the community with **multi-modal connections** and parking. This section of the roadway is the connection

for the larger Creek Walk and involved the design of a **multi-use trail** to complete this connection, as well as sharrows within the corridor for bicycle travel. The roadway parallels a major creek prone to extreme flooding and is located within a floodplain. These elements, combined with right-of-way limitations and steep slopes, required **creative solutions** to address drainage issues. The project involved a **robust community engagement** process, including a stakeholder committee, a project logo branding the corridor, and an online interactive map. Throughout project development, coordination with CDOT was required, as well as with other key stakeholders, including Pikes Peak Rural Transportation Authority, Colorado Springs Utilities, and the City's Metropolitan Parking Authority. The project is currently under construction and planned for completion by the end of 2021.



UDFCD Willow Creek at Maximus Drive Maintenance >> Completed 2017 > On Time & Within Budget

Client Name & Address > Mile High Flood District > 2480 W. 26th Ave. #156B, Denver, CO 80211

Point of Contact > Barbara Chongtoua, South Watershed Project Manager

Phone & Email > 303.455.6277 > bchongtoua@mhfd.org



BHI recently completed the **repairs to the existing culvert outlet and downstream channel** on Willow Creek at Maximus Drive in Lone Tree. BHI's services included review of existing data, assessment of the site conditions, hydraulic analysis of the existing outlet and downstream channel in order to develop repair alternatives, followed by design of the preferred alternative. As part of the alternatives analysis, we completed **creek HEC-RAS modeling** based on flow rates from the applicable FHAD and prepared a **no-rise floodplain certification** in accordance with the Owner's goals and obtained a **USACE Nationwide permit** for construction of the project. We also worked with the MHFD on-call construction

contractor 53 Corporation, LLC, to optimize the design and meet the construction budget. **As part of the design phase, BHI designed an innovative dual 10' diameter CMP broken-back culvert extension, concrete headwall, and a downstream stilling basin which successfully lowered the creek invert by 4' to mitigate downstream erosion and stabilize the creek.**

Castle Rock Gordon Drive Improvements >> Completed 2018 > On Time & Within Budget

Client Name & Address > Town of Castle Rock > 100 N. Wilcox St., Castle Rock, CO 80104

Point of Contact > Barbara Horton, Stormwater Engineer

Phone & Email > 303.688.0437 > bhorton@crgov.com

BHI provided **surveying, drainage analysis, and engineering design** services for the Gordon Drive improvements between Johnson Drive and Valley Drive in Castle Rock. Previously, the roadway section included an inverted crown and concrete valley gutter that conveyed runoff from the property east of the neighborhood through the center of the street and experienced issues with flooding and sediment deposit in the roadways. This created safety and maintenance concerns. BHI evaluated three design alternatives to address the roadway flooding, including installation of storm sewer infrastructure within the roadway (for both 100- and 5-year storm events), upstream detention ponding, or a combination of these two alternatives. **BHI performed field surveying of the existing roadway and drainage easements, hydrologic and hydraulic analysis, development of alternatives, conceptual design, construction cost estimation, and provided recommendations for the Town.** Our recommendations included consideration for addressing the drainage issues, impacts to the adjacent property owners, right-of-way acquisitions, utility conflicts, construction costs, and safety improvements. BHI also prepared final construction plans and provided support during bidding and construction of this project.



Proposed Schedule >>

		MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5	MONTH 6
	TASK NAME						
1	Project Services/Management						
1.1	Project Management	[Green bar]					
1.2	Kickoff Meeting, Site Review	[Green bar]					
1.3	Project Management Plan/Schedule	[Green bar]					
1.4	Monthly Project Meetings (assumes 5 virtual meetings)	[Green bar]	[Green bar]	[Green bar]	[Green bar]	[Green bar]	
1.5	Stakeholder/Agency Coordination		[Green bar]	[Green bar]	[Green bar]	[Green bar]	
2	Data Acquisition and Survey						
2.1	Engineering Research/Design Base	[Yellow bar]					
2.2	Geotechnical Investigation/Recommendations	[Yellow bar]					
3	Preliminary Design (FIR)						
3.1	Road, Trail Alignments	[Blue bar]					
3.2	Foundation Design & Details	[Blue bar]	[Blue bar]				
3.3	H&H Analysis/Modeling	[Blue bar]					
3.4	Hydraulic Design Report		[Blue bar]	[Blue bar]			
3.5	Site Grading/Connectivity		[Blue bar]	[Blue bar]			
3.7	Removal and Demolition		[Blue bar]	[Blue bar]			
3.8	Utility Coordination		[Blue bar]	[Blue bar]			
3.9	Design Plans, Profile, Section and Specifications		[Blue bar]	[Blue bar]			
3.10	Quantities and Cost Estimating		[Blue bar]	[Blue bar]			
3.11	Quality Control Review and Address Comments		[Blue bar]	[Blue bar]			
3.12	FIR Submittal/Review Meeting		[Blue bar]	[Blue bar]			
4	Final Design (FOR)						
4.1	Final Structural Design			[Blue bar]			
4.4	Roadway Signing and Striping			[Blue bar]	[Blue bar]		
4.5	Stormwater Management Plan			[Blue bar]	[Blue bar]		
4.6	Traffic Control, Pedestrian Control, Access Control Plans			[Blue bar]	[Blue bar]		
4.7	Final Cost Estimate			[Blue bar]	[Blue bar]		
4.3	Final Drainage Report			[Blue bar]	[Blue bar]		
4.2	Final Utility Coordination			[Blue bar]	[Blue bar]		
4.8	Specifications, Special Conditions, Special Provisions			[Blue bar]	[Blue bar]		
4.1	Independent QA/QC (Qty's, Specs, and Foundation Calcs)			[Blue bar]	[Blue bar]		
4.9	Quality Control Review and Address Comments			[Blue bar]	[Blue bar]		
4.10	FOR Submittal/Review Meeting			[Blue bar]	[Blue bar]	[Blue bar]	
4.11	PS&E/Final Plans					[Blue bar]	
5	Construction Bidding						
5.1	Authorization to Bid						[Red bar]
5.2	Advertisement						[Red bar]
5.3	Bid Opening						[Red bar]

Detailed Fee Schedule >>

TASKS	Lee/Hoover/ Melville E7	Croft E6	Wine E5	E4	E3	E2	E1	ET5	GISP2	AA5	Totals Per Task
Concrete Box Culvert Option	\$ 245.00	\$ 220.00	\$ 183.00	\$ 163.00	\$ 143.00	\$ 123.00	\$ 105.00				
1 Project Services/Management											
Task 1 Total Hours	35.0	19.0	11.0	9.0	17.0	4.0	4.0	0.0	0.0	4.0	103.00
Task 1 Direct Costs - Mileage											\$ 100.00
Task 1 Total Cost											\$ 20,058.00
2 Data Acquisition and Survey											
Task 2 Total Hours and Costs	4.0	0.0	2.0	2.0	12.0	8.0	4.0	0.0	0.0	0.0	32.00
Task 2 Direct Costs - Geotechnical (Geocal)											\$ 17,272.60
Task 2 Total Costs											\$ 22,064.60
3 Preliminary Design (FIR)											
Task 3 Total Hours	35.0	34.0	39.0	46.0	40.0	160.0	28.0	8.0	20.0	4.0	328.00
Task 3 Total Costs											\$ 48,576.00
4 Final Design (FOR)											
Task 4 Total Hours	36.0	23.0	20.0	30.0	54.0	96.0	50.0	4.0	0.0	4.0	317.00
Task 4 Direct Costs - Electrical / Lighting											\$ 10,700.00
Task 4 Total Costs											\$ 58,718.00
5 Construction Bidding											
Task 5 Total Hours	11.0	8.0	6.0	6.0	12.0	10.0	12.0	4.0	0.0	3.0	59.00
Task 5 Total Costs											\$ 9,283.00
TOTAL PROJECT COSTS											\$ 158,699.60

Assumptions:	
1	Existing Data will be provided by the Town including, Survey and ROW base file including utility locates, and Conceptual Design CAD files,
2	Environmental services and permitting, utility locating and potholing, ROW Mapping and Easement Acquisition will be provided by the Town or Town consultant
	Assumes virtual kick-off, stakeholder and project progress meetings. CDOT scoping and review meetings may be held in person or virtual
3	Scope negotiation may be required following CDOT scoping meeting.
4	Includes five (6) soil test borings - two (2) – Structure borings to 40 feet at Colfax cuvert crossing One (1) – Pond boring to 10 feet w/ percolation testing, Two (2) – Pavement Borings to 5 feet to 10 feet at Kiowa-Bennett underpass and One (1)- Structure boring to 40 feet to 50 feet
5	Includes digital deliverables for each phase (PDF, Word, Excel, AutoCAD 2014 or later), with the exception of Stamped Mylars for Final recordation.

Excludes:	
1	Vesting Documents & Property Acquisition Services
2	Survey or ROW mapping
3	Environmental Services
4	Utility Locating or Potholing
5	Traffic Counts Analysis
6	Roadway widening or intersection improvements
7	Structural Design - assumes CDOT standard details for foundation design, etc
8	Landscape or Irrigation Design
9	Construction Management & Inspection
10	Material Testing
11	Public Involvement
12	Permitting
13	Excludes Applicable Taxes and Permit Fees

Signed Copy of the Cover Page >>

REQUEST FOR PROPORSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance: September 13, 2021
Project Number: 21-012
RFP Title: **Kiowa-Bennett Road Safety Improvements Design**
Proposals Due: October 11, 4:00 p.m., Local Time
Submit Proposals to: rprice@bennett.co.us
 Town Hall, 207 Muegge Way, Bennett, CO 80102-7806
For Additional Information Please Contact:

Robin Price
 (303) 644-3249 Ext. 1013
 Email: rprice@bennett.co.us

Documents Included in This Package:

- RFP Cover Sheet
- Project Background and Specifications
- RFP Instructions
- Terms and Conditions
- Special Terms and Conditions
- Pricing Form
- Submission Form
- Substitute Form W-9
- Sample Agreement

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Bohannon Huston Inc. Fax: 303.799.5104
 Address: 9785 Maroon Cir. Ste 140 City/State: Englewood, CO Zip: 80112
 Contact Person: Jared Lee Title: Sr. Vice President Phone: 720.587.2664
 Authorized Representative's Signature:  Phone: 720.587.2664
 Printed Name: Jared Lee Title: Sr. Vice President Date: October 11, 2021
 Email Address: jlee@bhinc.com

Town of Bennett • 207 Muegge Way • Bennett, CO 80102 • p. 303-644-3249 • f. 303-644-4125



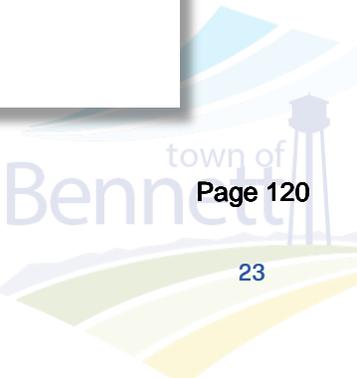
Completed Pricing Form >>

PRICING FORM

I PRICING (FOR EACH PARTICIPANT)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1			Consultant to provide appropriate project progress and billing milestone tasks based on similar past project experience and CDOT review and approval process.		
2	1	phase	Project Services/Management	\$20,058.00	\$20,058.00
3	1	phase	Data Acquisition and Survey	\$22,064.60	\$22,064.60
4	1	phase	Preliminary Design (FIR)	\$48,576.00	\$48,576.00
5	1	phase	Final Design (FOR)	\$58,718.00	\$58,718.00
6	1	phase	Construction Bidding	\$9,283.00	\$9,283.00
7					
8					
9					
10					
Total					\$158,699.60

Not to Exceed Total: \$158,699.60



Completed Submission Form >>

SUBMISSION FORM

SUBMISSION: It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett
207 Muegge Way
Bennett, CO 80102

Attn: **Robin Price**
Title: **Town Public Works Director**
RFP: **21-012**

Does your proposal comply with all the terms and conditions? If no, indicate exceptions YES / NO

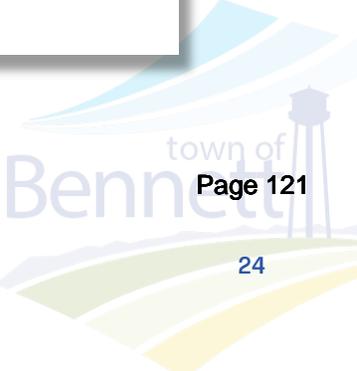
Does your proposal meet or exceed all specifications? If no, indicate exceptions YES / NO

State percentage of prompt payment discount, if offered 0 %

State total bid price (include all items bid) \$158,699.60

State total bid price with discount \$158,699.60

The Town of Bennett must have on file a completed W-9 prior to doing business with Contractors. Please submit the attached form with your Proposal.



Completed Sample W-9 >>

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Bohannon Huston Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
7500 Jefferson St NE

6 City, state, and ZIP code
Albuquerque, NM 87109

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	5	-	0	2	0	2	1	7	0

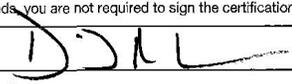
Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ 

Date ▶ **August 9, 2021**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

Page 122

Kiowa-Bennett Road Safety Improvements Design >> RFP #21-012 > October 11, 2021

25

Completed TIN Form >>

TAXPAYER IDENTIFICATION NUMBER (TIN)

Social Security Number _____
OR
Federal Identification Number 85 - 0202170

Name of Business Owner (please print) Denise Aten

Check Appropriate Box:
 Corporation Partnership Government
 Individual/Sole Prop Non-Profit Organization Other

(Must explain)

CERTIFICATION
Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Tax Identification Number, and
- (2) I am not subject to backup withholding.
- (3) I am a US person (including a US resident alien)

Signature Denise M. Aten
Date October 11, 2021

Print Name Denise Aten

Telephone Number (505) 980 6065

NOTICE! CHECKS OR PURCHASE ORDERS WILL NOT BE ISSUED BY THE TOWN OF BENNETT UNTIL YOUR TAX PAYER ID NUMBER IS ON FILE IN THIS OFFICE!

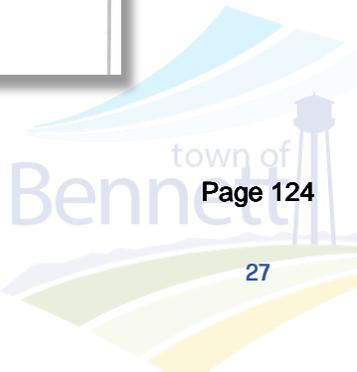
FOR OFFICE USE ONLY:

Individual/Sole Proprietorships: For Corporation:

Merchandise Only Services Attorney
 Employee expense reimbursement Contract Labor Non Attorney
 Garnishment / Child Support Other (Explain)
 Damage awards & other reimb Sale of Land

Approved:

Town Administrator Date

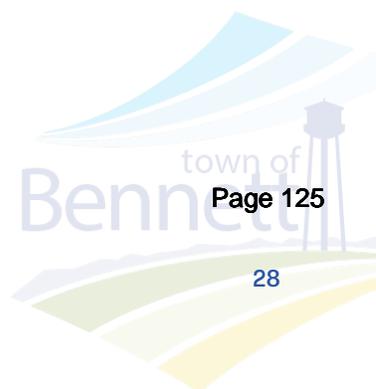


Requested Deviations from Sample Agreement >>

Bohannon Huston has no requested deviations.

Addendum Acknowledgement >>

Bohannon Huston acknowledges the receipt of the RFI responses in Addendum #1 that was issued on October 6, 2021.



Suggested Motion

I move to authorize the Mayor and the Town of Bennett to enter into a standard Town contract agreement for engineering services with ICON Engineering, Inc., for an amount not to exceed \$139,757 towards engineering of specific major stormwater drainage culvert replacement safety improvements at Kiowa-Bennett Road.



Nicolas D. Cotton-Baez
(303) 298-1601 tel
(303) 298-1627 fax
nick@kellypc.com

MEMORANDUM

TO: Board of Trustees, Town of Bennett

FROM: Nicolas D. Cotton-Baez /s/

DATE: October 5, 2021

RE: Participation in Opioid Settlement

This memorandum relates to the cover letter and documents distributed to local government officials via email by the Office of the Attorney General on Friday, October 1, 2021, concerning participation in the pending national settlements of claims brought by state and local governments against three major distributors¹ and one manufacturer² of opioid painkillers.

I. Summary of Settlements

The above-referenced settlements were negotiated after several state and local governments across the nation pursued litigation against various pharmaceutical companies for their role in causing the opioid epidemic, resulting in up to approximately \$400 million in settlement proceeds for the State and Colorado local governments to abate the opioid crisis.³

On August 26, 2021, Colorado Attorney General, Phil Weiser, signed a Memorandum of Understanding (“Colorado MOU”), which establishes a framework for distributing and sharing settlement proceeds throughout Colorado.⁴ Proceeds from the settlements will be used for opioid crisis abatement in communities across Colorado.

¹ AmerisourceBergen, Cardinal Health, and McKesson.

² Johnson & Johnson.

³ Funds from the settlements will be distributed over a period of years. AmerisourceBergen, Cardinal Health, and McKesson will pay a maximum of \$21 billion over 18 years, while Johnson & Johnson will pay a maximum of \$5 billion over no more than nine years. In total, up to approximately \$22.8 billion in settlement proceeds will be payable to state and local subdivisions nationwide. Colorado will receive a percentage of that recovery, and Colorado’s maximum share from these settlements is likely to be up to approximately \$400 million.

⁴ While Colorado’s local governments are currently being asked to participate in recent settlements with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, the Colorado MOU is intended to apply to all

Colorado local governments are being encouraged to participate in the settlements to maximize the amount of settlement dollars Colorado may receive. Colorado will receive its maximum share of settlement payments only if ninety-five percent (95%) local governments sign on to the Colorado MOU. Additionally, the settling defendants have the option to “walk away” from the settlement agreements if there is not enough county and local government participation.⁵

Participation in the settlements is not limited to governments that filed suit in the opioid litigation. All Colorado local governments are eligible to participate in the settlements and join the Colorado MOU.⁶

Under the Colorado MOU, local governments control eighty percent (80%) of the settlement funds, which will be distributed as follows:

- 10% directly to the State (“State Share”);⁷
- 20% directly to Participating Local Governments (“Local Government Share”);
- 60% directly to Regions (“Regional Share”); and
- 10% to specific abatement infrastructure projects (“Statewide Infrastructure Share”).

II. Local Government Share

Under the Colorado MOU, twenty percent (20%) of the settlement proceeds will be paid directly to local governments that choose to participate in the Colorado MOU.

The allocations⁸ to each “County Area”⁹ are based on three factors that address the relative severity of the opioid crisis:

current and future opioid settlements, including Purdue Pharma (through bankruptcy proceedings) and McKinsey & Co.

⁵ Please see pages 4 and 5 of the attached “Colorado Opioid MOU FAQ” for more information regarding this threshold.

⁶ The MOU does not allocate more funds to municipalities and counties that chose to file suit; all municipalities and counties in Colorado are allocated funds based on the same objective factors.

⁷ The “State Share” is provided directly to the State, and the State maintains full discretion over distribution of the State Share anywhere within the State of Colorado. Therefore, State Share is not addressed in detail in this memorandum.

⁸ A list of the percentage of settlement funds that will be allocated to each County Area (defined in footnote 9) is set forth in Exhibit D to the Colorado MOU. Those allocations are further broken down to an “intracounty level” in Exhibit E, which is a “default allocation.” The default “intracounty allocations” are based on a model developed by health economist experts, which uses data from the State and Local Governments Census on past spending relevant to opioid abatement. The “intracounty allocations” set forth in Exhibit E to the Colorado MOU will apply unless the local governments in a County Area enter into an agreement that provides for a different allocation model.

⁹ “County Area” shall mean a county in the State of Colorado plus the local governments, or portion of any local government, within that county.

1. The number of persons suffering from Opioid Use Disorder in the county;
2. The number of opioid overdose deaths in the county; and
3. The amount of opioids distributed within the county.¹⁰

Local governments receiving settlement proceeds under the Local Government Share¹¹ must use such proceeds allocated for “Approved Purposes,”¹² and will be required to provide expenditure data to the “General Abatement Fund Council”¹³ (the “Abatement Council”) on an annual basis.

III. Regional Share

Under the Colorado MOU, sixty percent (60%) of the settlement proceeds will be allocated to single- or multi-county regions made up of local governments.¹⁴

Each Region will create its own “Regional Council” consisting of members from the constituent local governments to determine what Approved Purposes to fund with the Region’s allocation.¹⁵ The Regional Council will have the power to make spending decisions in the region.¹⁶

¹⁰ Measured in Morphine Milligram Equivalent units.

¹¹ A local government that chooses not to sign onto the Colorado MOU will not receive funds from the Local Government Share and the portion of the Local Government Share that it would have received will instead be re-allocated to the Regional Share. Local governments that wish to join the Colorado MOU but do not wish to receive any direct payments have the option to redirect their payments to the Regional allocation described in Section III of this memorandum.

¹² Under the Colorado MOU, all settlement funds must be used only for “Approved Purposes,” a long and broad list that focuses on abatement strategies. These strategies emphasize prevention, treatment, and harm reduction. Some examples of these strategies include training health care providers on opioid use disorder (“OUD”) treatment and responsible prescribing, expanding telehealth and mobile services for treatment, and increasing naloxone and rescue breathing supplies. The list of Approved Purposes is broad enough to be flexible for local communities, while ensuring that settlement funds are used to combat the opioid epidemic. The list of Approved Purposes is attached as Exhibit A to the Colorado MOU, unless the term is otherwise defined in a settlement.

¹³ A General Abatement Fund Council, consisting of representatives appointed by the State and Participating Local Governments, will ensure that the distribution of opioid funds complies with the terms of any settlement and the terms of the Colorado MOU. The Abatement Council will consist of 13 members, seven appointed by the State and six appointed by the Participating Local Governments.

¹⁴ Local governments in Colorado worked collaboratively to develop a “Regional Map,” which emphasizes existing local infrastructure and relationships. The Regional Map is included in the Colorado MOU as Exhibit C.

¹⁵ A local government that chooses not to participate in or sign onto the Colorado MOU will not receive any funds from the Regional Share and will not be able to participate in the applicable Regional Council.

¹⁶ The Regions will designate a fiscal agent prior to receiving any settlement funds. Regional governance models are attached to the Colorado MOU as Exhibit G. Each Region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the Regional Council will operate. Each Regional Council will provide expenditure data to the Abatement Council on an annual basis.

IV. Statewide Infrastructure Share

The Colorado MOU addresses the need for capital improvements across Colorado, and particularly in underserved areas, to abate the opioid crisis by allocating ten percent (10%) of settlement proceeds to these projects.

Funds from the Statewide Infrastructure Share will be distributed by the Abatement Council based on need. The Abatement Council will establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for local governments or regions to apply for opioid funds from the Statewide Infrastructure Share.

V. Participation in the Colorado MOU and Settlements

In order to participate in the settlements and the settlement proceeds distribution process, the Town Board must approve and the Mayor must sign and return to the State the following four documents, which are included with this memorandum as attachments:

1. The MOU that lays out the allocation of Opioid recoveries in the State of Colorado;
2. The Subdivision Settlement Participation Form that releases the Town's legal claims against Johnson & Johnson;
3. The Subdivision Settlement Participation Form that releases Town's legal claims against AmerisourceBergen, Cardinal Health, and McKesson; and
4. The Colorado Subdivision Escrow Agreement that ensures Town's legal claims are released only when ninety-five percent (95%) participation by certain local governments has been reached.¹⁷

VI. Attorney General's Request

The Colorado Attorney General's Office has requested that the Town Administrator present the Colorado MOU, Subdivision Settlement Participation Forms, and Colorado Subdivision Escrow Agreement to the Town Board for approval, and return the signed documents to the Colorado Municipal League, at the address listed below, by **November 5, 2021**.

Please let us know if you believe the Town Board would like to participate in the Colorado MOU. Our firm will gladly assist in guiding the Town through, and preparing documents required for, the Town's approval process.

Please also let us know if you have questions regarding any of the documents the Town is required execute and return to the Colorado Municipal League.

¹⁷ The ninety-five percent (95%) participation threshold is important because it triggers certain amounts of incentive payments under the settlements and signals to the settling pharmaceutical companies that the settlements have wide acceptance.

EXHIBIT K

Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Colorado Subdivision Escrow Agreement

Governmental Entity:	State: CO
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”) hereby provides Colorado Counties, Inc. (for counties) or the Colorado Municipal League (for municipalities) (“*Escrow Agent*”) the enclosed copies of the Governmental Entity’s endorsed Subdivision Settlement Participation Forms and the Colorado Opioids Settlement Memorandum of Understanding (“Colorado MOU”), to be held in escrow. The Subdivision Settlement Participation Forms apply respectively to (1) the National Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation, dated July 21, 2021 (“*Distributor Settlement*”); and (2) the National Settlement Agreement with Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson, dated July 21, 2021 (“*J&J Settlement*”). Pursuant to this Agreement, the Subdivision Settlement Participation Forms and the Colorado MOU will be released only if there is 95% participation by local governments in Colorado as further explained below.

Purpose of this Agreement

By endorsing a Subdivision Settlement Participation Form in the Distributor Settlement and the J&J Settlement, a governmental entity agrees to participate in those settlements and release any legal claims it has or may have against those settling pharmaceutical companies. This Colorado Subdivision Escrow Agreement is meant to ensure that the legal claims of governmental entities in Colorado will be released only when 95% participation by certain governmental entities has been reached. That 95% participation threshold is important because it signals to the settling pharmaceutical companies that the settlement has wide acceptance which will then secure significant incentive payments under these settlement agreements.

Escrow

The Escrow Agent shall promptly report the receipt of any Governmental Entity’s endorsed Subdivision Settlement Participation Forms and Colorado MOUs to the Colorado Attorney General’s Office and to the law firm of Keller Rohrback L.L.P. These documents shall be released by the Escrow Agent to the Colorado Attorney General’s Office if and when the Escrow Agent is notified by the Attorney General’s Office and Keller Rohrback that that the threshold 95% participation levels have been reached for both the Distributor Settlement and the J&J Settlement, as further described below. If by December 29, 2021, the Escrow Agent has not received notification that the threshold 95% levels have been reached for both the Distributor Settlement and the J&J Settlements, then the documents being escrowed shall be returned to the Governmental Entities and all copies shall be destroyed.

Distributor Settlement

The Attorney General’s Office and Keller Rohrback shall jointly submit a written notification to the Escrow Agent when it has been determined that the percentages of populations eligible for Incentives B and C, as described in Sections IV.F.2 and IV.F.3 of the Distributor Settlement, are each 95% or more. For purposes of this Escrow Agreement, the percentages of populations eligible for Incentives B and C under the Distributor Settlement will include governmental entities that sign a Subdivision Settlement Participation Form subject to an escrow agreement and governmental entities that sign a Subdivision Settlement Participation Form that is not subject to an escrow agreement.

J&J Settlement

The Attorney General’s Office and Keller Rohrback shall jointly submit a written notification to the Escrow Agent when it has been determined that the Participation or Case-Specific Resolution Levels for Incentives B and C, as described in Sections V.E.5 and V.E.6 of the J&J Settlement, are each 95% or more. For purposes of this Escrow Agreement, the percentages or populations eligible for Incentives B and C under the J&J Settlement will include governmental entities that sign a Subdivision Settlement Participation Form subject to an escrow agreement and governmental entities that sign a Subdivision Settlement Participation Form that is not subject to an escrow agreement.

Colorado Subdivision Name _____

Authorized Signature

Date

**COLORADO OPIOIDS SETTLEMENT MEMORANDUM OF UNDERSTANDING
("MOU")**

Thursday, August 26, 2021

August 25, 2021 Attorney General version

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming, and services to abate the opioid epidemic as identified by the terms of any Settlement. If a Settlement is silent on Approved Purpose(s), then Approved Purpose(s) shall mean those forward-looking strategies to abate the opioid epidemic identified in **Exhibit A** or any supplemental forward-looking abatement strategies added to **Exhibit A** by the Abatement Council. Consistent with the terms of any Settlement, "Approved Purposes" shall also include the reasonable administrative costs associated with overseeing and administering Opioid Funds from each of the four (4) Shares described in Section (B)(2). Reimbursement by the State or Local Governments for past expenses are not Approved Purpose(s). "Approved Purposes" shall include attorneys' fees and expenses incurred in the course of the opioid litigation that are paid through the process discussed below.
2. "County Area" shall mean a county in the State of Colorado plus the Local Governments, or portion of any Local Government, within that county.
3. "Effective Date" shall mean the date on which a court of competent jurisdiction, including any bankruptcy court, enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger the formation of the Abatement Council in Section (C) and the Regional Councils in Section (F)(5).¹
4. "General Abatement Fund Council," or "Abatement Council," shall have the meaning described in Section (C), below.

¹ For the avoidance of doubt, the McKinsey Settlement and any other Settlement that precedes the finalization of drafting this MOU are not considered a trigger for purposes of the calculation of "Effective Date."

5. “Local Government(s)” shall mean all counties in the State of Colorado and the municipalities, towns, and county and city municipal corporations that are listed in **Exhibit B**.
6. “National Opioid Settlement Administrative Fund” shall mean any fund identified by a Settlement for the national distribution of Opioid Funds.
7. “Opioid Funds” shall mean damage awards obtained through a Settlement.
8. “Opioid Settling Defendant” shall mean any person or entity, or its affiliates, that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.
9. “Participating Local Government(s)” shall mean all Local Governments that sign this MOU, and if required under terms of a particular Settlement, who have executed a release of claims with the Opioid Settlement Defendant(s). For the avoidance of doubt, a Local Government must sign this MOU to become a “Participating Local Government.” Local Governments may designate the appropriate individual from their entity to sign the MOU.
10. “Party” or “Parties” shall mean the State and/or Participating Local Government(s).
11. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).
12. “Regional Council” shall have the meaning described in Section (F)(5), below.
13. “Settlement” shall mean the negotiated resolution of legal or equitable claims against an Opioid Settling Defendant when that resolution has been jointly entered into by the State and the Participating Local Governments, or by any individual Party or collection of Parties that opt to subject their Settlement to this MOU. Unless otherwise directed by an order from a United States Bankruptcy Court, “Settlement” shall also include distributions from any liquidation under Chapter 7 of the United States Bankruptcy Code or confirmed plan under Chapter 11 of the United States Bankruptcy Code that treats the claims of the State and Local Governments against an Opioid Settling Defendant.
14. “The State” shall mean the State of Colorado acting through its Attorney General and the Colorado Department of Law.

B. Allocation of Settlement Proceeds

1. All Opioid Funds shall be held in accordance with the terms of any Settlement. If a Settlement allows Opioid Funds to be held in a National Opioid Settlement Administrative Fund, then Opioid Funds shall be held in such National Opioid Settlement Administrative Fund. If a Settlement does not allow for Opioid Funds

to be held in a National Opioid Settlement Administrative Fund, Opioid Funds shall be held in a Colorado-specific QSF Account or, under the following limited circumstances, in the State's Custodial Account: 1) if at the time of a Settlement, a Colorado-specific QSF Account is not yet established, although in such case, the Opioid Funds shall be transferred to the Colorado-specific QSF Account once it is established or 2) where the Abatement Fund Council determines Opioids Funds cannot be legally held in a Colorado-specific QSF Account. Regardless of whether Opioid Funds are held in a National Administrative Fund, a Colorado-specific QSF Account, or in the State's Custodial Account, the Abatement Council shall appoint one of its members to serve as the point of contact in accordance Section (C)(4)(b)(i), below.

2. All Opioid Funds, at the time of a Settlement or at the time designated in the Settlement documents, shall be divided and distributed as follows:²
 - a. 10% directly to the State ("State Share") for Approved Purposes in accordance with Section (D), below;
 - b. 20% directly to Participating Local Governments ("LG Share") for Approved Purposes in accordance with Section (E), below;
 - c. 60% directly to Regions ("Regional Share") for Approved Purposes in accordance with Section (F), below; and
 - d. 10% to specific abatement infrastructure projects ("Statewide Infrastructure Share") for Approved Purposes in accordance with Section (G), below.
3. Distribution of the Shares in Section B(2)(a) – (d) shall be direct, meaning that funds held in accordance with Section B(1) shall be disbursed directly to the State, Participating Local Governments, Regions, and the Statewide Infrastructure Share according to the terms of this MOU.
4. All Opioid Funds, regardless of allocation, shall be used for Approved Purposes.
5. Participating Local Governments may elect to share, pool, or collaborate with their respective allocation of the LG or Regional Shares in any manner they choose, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

C. General Abatement Fund Council

1. A General Abatement Fund Council (the "Abatement Council"), consisting of representatives appointed by the State and Participating Local Governments, shall

² This MOU treats multi-county health departments as county health departments for purposes of allocation and distribution of abatement proceeds and therefore multi-county health departments shall not receive any Opioid Funds directly. Third-Party Payors ("TPPs") are not Parties to this MOU.

be created to ensure the distribution of Opioid Funds complies with the terms of any Settlement and to provide oversight of the Opioid Funds in accordance with the terms of this MOU.

2. **Membership:** The Abatement Council shall consist of the following thirteen (13) members, who shall serve in their official capacity only.
 - a. **State Members:** Seven (7) members shall be appointed by the State, as authorized volunteers of the State, as follows:
 - (i) A Chair to serve as a non-voting member, except in the event of a tie;
 - (ii) Two (2) members who are licensed professionals with significant experience in substance use disorders;
 - (iii) Three (3) members who are professionals with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or government administration related to substance use disorders; and
 - (iv) One (1) member or family member affected directly by the opioid crisis.
 - b. **Local Government Members:** Six (6) members shall be appointed by the Participating Local Governments. Local Government Members shall be a County Commissioner, Mayor, City or Town Council Member, or a professional with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or governmental administration related to substance use disorders. A Participating Local Government may determine which Local Government Members are eligible (or ineligible) to serve on the General Abatement Fund Council. County Commissioners, City or Town Council Members, and/or Mayors from the Regions identified in **Exhibit C** shall collaborate to appoint Local Government Members as follows:
 - (i) Two (2) Members from Regions 1, 5, 13, 14, 15, 17, 18;
 - (ii) Two (2) Members from Regions 2, 6, 7, 8, 9, 10, 11, 12, 16; and
 - (iii) Two (2) Members from Regions 3, 4, 19.
 - c. **Terms:** The Abatement Council shall be established within ninety (90) days of the Effective Date. In order to do so, within sixty (60) days of the Effective Date, the State shall appoint the State Members in accordance with Section (C)(2)(a), and after conferral with the Local Governments, CCI and CML shall jointly appoint six (6) Local Government Members for an initial term not to exceed one year. Thereafter, Members shall be

appointed in accordance with this Section and Sections (C)(2)(a) and (b) and may serve no more than two (2) consecutive two-year terms, for a total of four (4) consecutive years. Except that, beginning in the second year only, two (2) State Members and two (2) Local Government members shall be appointed for a three-year term and may serve one consecutive two-year term thereafter. The Chair shall have no term but may be replaced at the State's discretion.

- (i) If a State or Local Government Member resigns or is otherwise removed from the Abatement Council prior to the expiration of their term, a replacement Member shall be appointed within sixty (60) days in accordance with Sections (C)(2)(a) and (b).
- (ii) If a Local Government Member vacancy exists for more than sixty (60) days, the State shall appoint a replacement Local Government Member to serve until the vacancy is filled in accordance with Section (C)(2)(b).

3. **Duties:** The Abatement Council is primarily responsible for ensuring that the distribution of Opioid Funds complies with the terms of this MOU. The Abatement Council is also responsible for oversight of Opioid Funds from the Regional Share in accordance with Section (F), below, and for developing processes and procedures for the distribution and oversight of Opioid Funds from the Statewide Infrastructure Share in accordance with Section (G) below.
4. **Governance:** The Abatement Council shall draft its own bylaws or other governing documents, which must include appropriate conflict of interest and dispute resolution provisions, in accordance with the terms of this MOU and the following principles:
 - a. **Authority:** The Abatement Council does not have rulemaking authority. The terms of this MOU and any Settlement, as entered by any court of competent jurisdiction, including any bankruptcy court, control the authority of the Abatement Council and the Abatement Council shall not stray outside the bounds of the authority and power vested by this MOU and any Settlement.
 - b. **Administration:** The Abatement Council shall be responsible for an accounting of all Opioid Funds. The Abatement Council shall be responsible for releasing Opioid Funds in accordance with Section (B)(1) for the Regional and Statewide Infrastructure Shares in Sections (B)(2)(c) and (d) and shall develop policies and procedures for the release and oversight of such funds in accordance with Sections (F) and (G). Should the Abatement Council require assistance with providing an accounting of Opioid Funds, it may seek assistance from the State.

- (i) The Abatement Council shall appoint one of its members to serve as a point of contact for the purpose of communicating with the entity holding Opioid Funds in accordance with Section (B)(1) and in that role shall only act as directed by the Abatement Council.
- c. **Transparency:** The Abatement Council shall operate with all reasonable transparency and operate in a manner consistent with all Colorado laws relating to open records and meetings regardless of whether the Abatement Council is otherwise obligated to comply with them.
- (i) The Abatement Council shall develop a centralized public dashboard or other repository for the publication of expenditure data from any Party or Regional Council that receives Opioid Funds in accordance with Sections (D)-(G).
 - (ii) The Abatement Council may also require outcome related data from any Party or Regional Council that receives Opioid Funds in accordance with Sections (D)-(G) and may publish such outcome related data in the centralized public dashboard or other repository described above. In determining which outcome related data may be required, the Abatement Council shall work with all Parties and Regional Councils to identify appropriate data sets and develop reasonable procedures for collecting such data sets so that the administrative burden does not outweigh the benefit of producing such outcome related data.
 - (iii) For purposes of funding the centralized public dashboard or other repository described above, the Abatement Council shall make good faith efforts to seek funding from outside sources first, otherwise the State shall provide such funding.
- d. **Collaboration:** The Abatement Council shall facilitate collaboration between the State, Participating Local Governments, Regional Councils, and other stakeholders for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.
- e. **Decision Making:** The Abatement Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, unless otherwise required in this MOU, the Abatement Council shall make decisions by a majority vote of its Members. The Chair shall only vote in the event of a tie.
- f. **Due Process:** The Abatement Council shall develop the due process procedures required by Section (G)(3)(d) for Parties to dispute or challenge remedial actions taken by the Abatement Council for Opioid Funds from the Statewide Infrastructure Share. The Abatement Council

shall also abide by the due process principles required by Section (F)(12)-(13) for Regions to dispute or challenge remedial actions taken by the Abatement Council for Opioid Funds from the Regional Share.

- g. **Legal Status:** The Abatement Council shall not constitute a separate legal entity.
- h. **Legal Representation:** To the extent permitted by law, the State shall provide legal counsel to State Members for all legal issues arising from those State Members' work on the Abatement Council. At all times, Local Government Members of the Abatement Council are entitled to receive legal representation from their respective governmental entities. In the event of a conflict, the Abatement Council and its members may retain the services of other legal counsel.
- i. **Compensation:** No member of the Abatement Council shall be compensated for their work related to the Abatement Council.

D. State Share

- 1. In accordance with Sections (B)(1) and (B)(2)(a), and the terms of any Settlement, the State Share shall be paid directly to the State in accordance with the terms of this Section (D).
- 2. The State maintains full discretion over distribution of the State Share anywhere within the State of Colorado, however, the State Share shall be used for Approved Purposes only. The State will work to reduce administrative costs as much as practicable.
- 3. On an annual basis, as determined by the Abatement Council, the State shall provide all expenditure data, including administrative costs, from the State Share to the Abatement Council for purposes of maintaining transparency in accordance with Section (C)(4)(c)(i). The Abatement Council may require the State to provide additional outcome-related data in accordance with Section (C)(4)(c)(ii) and the State shall comply with such requirements.
- 4. If the State disputes the amount of Opioid Funds it receives from the State Share, the State shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the State's right to seek recoupment of any deficiency in its State Share.

E. LG Share

- 1. In accordance with Sections (B)(1) and (B)(2)(b), and the terms of any Settlement, the LG Share shall be paid directly to Participating Local Governments in accordance with the terms of this Section (E).

2. Allocations to Participating Local Governments from the LG Share shall first be determined using the percentages shown in **Exhibit D**.
3. The LG Share for each County Area shall then be allocated among the county and the other Participating Local Governments within it. **Exhibit E** reflects the default allocation that will apply unless the Participating Local Governments within a County Area enter into a written agreement providing for a different allocation. The Participating Local Governments may elect to modify the allocation for a County Area in **Exhibit E**, but such modification to the allocation in **Exhibit E** shall not change a County Area's total allocation under Section (E)(2).
4. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation from the LG Share. The portion of the LG Share that would have been allocated to a Local Government that is not a Participating Local Government will instead be re-allocated to the Regional Share for the Region where the Local Government is located, in accordance with Section (F), below.
5. In the event a Participating Local Government dissolves or ceases to exist during the term of any Settlement, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, be re-allocated to the Regional Share for the Region in which the Participating Local Government was located, in accordance with Section (F). If a Participating Local Government merges with another Participating Local Government, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, shall be re-allocated to the successor Participating Local Government's allocation of the LG Share. If a Participating Local Government merges with a Local Government that is not a Participating Local Government, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, be re-allocated to the Region in which the merging Participating Local Government was located, in accordance with Section (F), below.
6. A Participating Local Government may forego its allocation of the LG Share and direct its allocation to the Regional Share for the Region where the Participating Local Government is located, in accordance with Section (F) below, by affirmatively notifying the Abatement Council on an annual basis of its decision to forego its allocation of the LG Share. A Participating Local Government's election to forego its allocation of the LG Share shall carry over to the following year unless the Participating Local Government notifies the Abatement Council otherwise. If a Participating Local Government elects to forego its allocation of the LG Share, the Participating Local Government shall be excused from the reporting requirements required by Section (E)(8).
7. Participating Local Governments maintain full discretion over the distribution of their allocation of the LG Share anywhere within the State of Colorado, however,

all Participating Local Governments shall use their allocation from the LG Share for Approved Purposes only. Reasonable administrative costs for a Participating Local Government to administer its allocation of the LG Share shall not exceed actual costs or 10% of the Participating Local Government's allocation of the LG Share, whichever is less.

8. On an annual basis, as determined by the Abatement Council, all Participating Local Governments shall provide all expenditure data, including administrative costs, from their allocation of the LG Share to the Abatement Council for purposes of maintaining transparency in accordance with Section (C)(4)(c)(i). The Abatement Council may require Participating Local Governments to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and all Participating Local Governments shall comply with such requirements.
9. If any Participating Local Government disputes the amount of Opioid Funds it receives from its allocation of the LG Share, the Participating Local Government shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its LG Share.

F. Regional Share

1. In accordance with Sections (B)(1) and (B)(2)(c), and the terms of any Settlement, the Regional Share shall be paid to the Regions in accordance with the terms of this Section (F).
2. Participating Local Governments shall organize themselves into the Regions depicted in **Exhibit C**. Municipalities located in multiple Regions may join all or some of the Regions in which they are located according to **Exhibit C**.
3. Allocations to Regions will be distributed according to **Exhibit F**. For multi-county Regions, each Region's share listed in **Exhibit F** is calculated by summing the individual percentage shares listed in **Exhibit D** for the counties within that Region. The percentages in **Exhibit F** are based on the assumption that every Local Government in each Region becomes a Participating Local Government.
4. In the event a city, town, or other municipality that is a Participating Local Government merges, dissolves, or ceases to exist during the term of any Settlement, the allocation of the Regional Share owed to the Region in which that Participating Local Government existed shall be re-allocated as directed by any Settlement, and if not specified, shall not be modified from **Exhibit F**. If a county that is a Participating Local Government merges with another county within its Region, the allocation of the Regional Share owed to the Region in which that county existed shall be re-allocated as directed by any Settlement, and if not specified, shall not be modified from **Exhibit F**. If a county that is a Participating Local Government merges with a county in a different Region during the term of

any Settlement, the allocation of the Regional Share owed to the Region in which that county existed shall be re-allocated as directed by any Settlement, and if not specified, shall be re-allocated to the Region in which that Participating Local Government merged in accordance with **Exhibit F**.

5. Each Region must create its own Regional Council while giving consideration to the regional governance models illustrated in **Exhibit G**. The Regional Council must be formed by the Participating Local Governments within the Region and each Regional Council shall designate a fiscal agent for the Region. Regional fiscal agents shall be county or municipal governments only. All funds from the Regional Share shall be distributed to the Regional Council's identified fiscal agent for the benefit of the entire Region.
 - a. Subject to this Section F(5), each Region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the Regional Council will operate. However, each voting member of a Regional Council shall be an employee or elected official of a Participating Local Government within the applicable Region. In the case of Denver, the voting members of its Regional Council shall be appointed by the Mayor. In the case of Broomfield, the voting members of its Regional Council shall be appointed by the Broomfield City and County Manager.
 - b. The Region shall not receive any Opioid Funds from the Regional Share until the Region certifies to the Abatement Council that its Regional Council has been formed and a fiscal agent has been designated. Such certification shall be in a simple form adopted by the Region and may be made via email, so long as it includes the names and affiliations of the Regional Council's members and the designated fiscal agent.
 - c. If a Region does not form and certify its Regional Council and designate its fiscal agent within one-hundred and eighty (180) days of the Effective Date, the Abatement Council shall appoint members to the Region's Regional Council. Regional Council members appointed by the Abatement Council shall serve until the Region certifies the formation of its Regional Council to the Abatement Council.
 - d. A Region shall submit a renewed certification required by Section (F)(5)(b), above, when its membership changes.
 - e. If a membership vacancy exists on a Regional Council for more than ninety (90) days and the Regional Council is unable to fill the vacancy by its regular procedures during that time, the Abatement Council shall appoint a replacement member to serve until the Region fills the vacancy.

6. A Local Government that chooses not to become a Participating Local Government shall not receive any Opioid Funds from the Regional Share or participate in the Regional Councils described in Section (F)(5) above.
7. Each Regional Council shall make requests to the Abatement Council for Opioid Funds from their allocation of the Regional Share. Each Regional Council's request for Opioid Funds from the Regional Share shall be accompanied by a 2-year plan identifying the Approved Purposes for which the requested funds will be used by the Region anywhere within the State of Colorado. A Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of this MOU and any Settlement. Any Regional Council may seek assistance from the Abatement Council for purposes of developing its 2-year plan.
8. Reasonable administrative costs for a Regional Council to administer its Region's allocation of the Regional Share shall not exceed actual costs or 10% of the Region's allocation of the Regional Share, whichever is less.
9. The Abatement Council shall release funds requested by a Regional Council in accordance with Section (B)(1) if the Regional Council's 2-year plan complies with the Approved Purposes, the terms of this MOU, and the terms of any Settlement. The Abatement Council shall not deny any funding request from a Regional Council on the basis that the Abatement Council does not approve or agree with the Approved Purposes for which a Regional Council requests Opioid Funds from the Regional Share. Nor may the Abatement Council hold up, delay, or make unreasonable requests for additional or supporting information of the Regional Council prior to releasing the requested Opioid Funds. The purpose of this MOU is to facilitate Opioid Funds to their intended recipients quickly and efficiently with minimal administrative procedure.
10. On an annual basis, as determined by the Abatement Council, each Regional Council's fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data, including administrative costs, from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan. The Regional Council shall subject itself to an accounting at the Abatement Council's discretion.
 - a. The Abatement Council shall review a Regional Council's expenditure data and certification to ensure compliance with the Regional Council's 2-year plan, the Approved Purposes, and the terms of this MOU and any Settlement.
 - b. The Abatement Council shall publish the Regional Council's expenditure data, including administrative costs, from the Regional Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require Regional Councils to provide additional outcome related data in

accordance with Section (C)(4)(c)(ii) and all Regional Councils shall comply with such requirements.

11. If any Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.
12. If the Abatement Council has reason to believe a Region's expenditure of its allocation of the Regional Share did not comply with the Region's 2-year Plan, the Approved Purposes, the terms of this MOU or any Settlement, as described in this Section (F), or that the Region otherwise misused its allocation of the Regional Share, the Abatement Council may take remedial action against the alleged offending Region. Such remedial action is left to the discretion of the Abatement Council and may include but not be limited to, withholding future Opioids Funds owed to the offending Region or requiring the offending Region to reimburse improperly expended Opioid Funds to the Regional Share.
13. Within one hundred and twenty (120) days of the Abatement Council being formed, in accordance with Section (C)(2)(c) above, the Abatement Council shall develop and publish due process procedures for allowing a Region to challenge or dispute any remedial action taken by the Abatement Council, including timelines during which the Region may engage in such a challenge or dispute. Such due process procedures shall reflect, at a minimum, the following principles:
 - a. Upon learning of any conduct that may warrant remedial action against a Region, the Abatement Council shall first provide notice to the Region of the conduct at issue, provide the Region an opportunity to respond, and, if appropriate, cure the alleged offending conduct. If after providing the Region such notice and opportunities to respond and cure, the Abatement Council continues to believe remedial action is warranted, the Abatement Council may take such remedial action.
 - b. If the Abatement Council decides to take remedial action against an alleged offending Region, such action may only occur by a two-thirds supermajority vote of the Abatement Council. Thus, an Abatement Council made up of twelve (12) voting members requires a vote of eight (8) Members prior to taking remedial action against an alleged offending Region.
 - c. Prior to taking any remedial action against an alleged offending Region, the Abatement Council shall first provide notice to the alleged offending Region of the remedial action to be taken and the facts underlying such remedial action. The Abatement Council shall then provide the alleged

offending Region an opportunity to challenge or dispute the remedial action in accordance with, at a minimum, the principles below:

- i. The alleged offending Region may request revisions or modifications to the proposed remedial action;
 - ii. The alleged offending Region may submit a written response to and/or request a hearing before the Abatement Council, or a third-party hearing officer,³ regarding the alleged offending conduct and proposed remedial action; and
 - iii. After such written responses are submitted and reviewed and/or a hearing is conducted, the alleged offending Region may submit an appeal to the Abatement Council of the decision to take remedial action.
- d. Remedial actions taken by the Abatement Council, in accordance with the due process principles detailed above, shall be considered final non-appealable orders and offending Regions may not seek judicial relief from remedial action taken by the Abatement Council, except as provided in Section (H), below.
 - e. Subject to Section (H)(2), below, if any Party(ies) believes the Abatement Council violated the terms of this MOU, such Party(ies) may seek to enforce the terms of this MOU.

14. If the Abatement Council has reason to believe a Region's conduct, or the conduct of any Participating Local Government or individual in that Region, amounts to a violation of any criminal law, the Abatement Council shall refer such matters to the appropriate authorities and may consider such conduct in its determination of any remedial action to be taken.

15. If the Abatement Council has reason to believe that an individual involved in the receipt or administration of Opioid Funds from the Regional Share has violated any applicable ethics rules or codes, the Abatement Council shall not attempt to adjudicate such a violation. In such instances, the Abatement Council shall lodge a complaint with the appropriate forum for handling such ethical matters, such as a local home rule municipality's ethics board.

16. Costs associated with the Abatement Council's distribution and oversight of the Regional Share, as described above in this Section (F), including costs associated with any remedial action by the Abatement Council, shall be paid from the Statewide

³ Only an alleged offending Region may request the appointment of a third-party hearing officer to review any written responses and conduct any requested hearings. If an alleged offending Region makes such a request, the Abatement Council has sole discretion to appoint the third-party hearing officer and the alleged offending Region shall bear the cost of such review and/or hearing by the third-party hearing officer.

Infrastructure Share. The Abatement Council shall make all good faith efforts to limit such costs to the greatest extent possible.

G. Statewide Infrastructure Share

1. In accordance with Sections B(1) and (B)(2)(d), and the terms of any Settlement, the Statewide Infrastructure Share shall be paid to any Party or Regional Council in accordance with this Section (G).
2. The purpose of the Statewide Infrastructure Share is to promote capital improvements and provide operational assistance for developing or improving the infrastructure necessary to abate the opioid crisis anywhere within the State of Colorado. The Statewide Infrastructure Share is intended to supplement Opioid Funds received by any Party or Region.
3. Prior to distributing any Opioid Funds from the Statewide Infrastructure Share, the Abatement Council shall establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for Parties or Regions to apply for Opioid Funds from the Statewide Infrastructure Share. The Abatement Council's policies and procedures shall, at a minimum, reflect the following principles:
 - a. Opioid Funds from the Statewide Infrastructure Share shall be used for Approved Purposes only;
 - b. Opioid Funds from the Statewide Infrastructure Share shall be paid directly to the appropriate state agencies (including but not limited to the Colorado Department of Law), Regional fiscal agents, or Participating Local Governments only;
 - c. Distribution and oversight of the Statewide Infrastructure Share shall comply with the terms of this MOU and any Settlement;
 - d. Appropriate processes for remedial action will be taken against Parties or Regions that misuse Opioid Funds from the Statewide Infrastructure Share. Such processes shall include procedures for alleged offending Parties or Regions to challenge or dispute such remedial action; and
 - e. Limitations on administrative costs to be expended by recipients for administering Opioid Funds received from the Statewide Infrastructure Fund, not to exceed actual costs expended by the recipient or 10% of the amount received, whichever is less.
4. The distribution and oversight policies and procedures developed by the Abatement Council, in accordance with Section (G)(3), shall be non-appealable orders and no Party or Region may seek judicial relief related to the distribution and oversight of the Statewide Infrastructure Share.

5. On an annual basis, as determined by the Abatement Council, any Party or Regional Council that receives funds from the Statewide Infrastructure Share shall provide all expenditure data, including administrative costs, related to any Opioid Funds it received from the Statewide Infrastructure Share and subject itself to an accounting as required by the Abatement Council. The Abatement Council shall publish all expenditure data from the Statewide Infrastructure Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require the Parties or Regional Councils that receive funds from the Statewide Infrastructure Share to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and the Parties or Regional Councils shall comply with such requirements.
6. Costs associated with the Abatement Council's distribution and oversight of the Statewide Infrastructure Share, as described in this Section (G), shall be paid for from the Statewide Infrastructure Share. The Abatement Council shall make all good faith efforts to limit such costs to the greatest extent possible.

H. General Terms

1. All Parties and Regional Councils shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by the Abatement Council, any other Party or Regional Council, or the public. Records requested by the public shall be produced in accordance with Colorado's open records laws. Records requested by the Abatement Council or another Party or a Regional Council shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Party or Regional Council's obligations under Colorado's open records laws.
2. If any Party(ies) believes the Abatement Council has violated the terms of this MOU, the alleging Party(ies) may seek to enforce the terms of this MOU, provided the alleging Party(ies) first provides notice to the Abatement Council of the alleged violation and a reasonable opportunity to cure the alleged violation. In such an enforcement action, the alleging Party(ies) may only seek to enforce the terms of the MOU against the State and the Participating Local Governments from which the Local Government Members of the Abatement Council were appointed and may only seek declaratory and/or injunctive relief. In defense of such an enforcement action, the State's Members of the Abatement Council shall be represented by the State and the Local Government Members shall be represented by the Participating Local Governments from which the Local Government Members were appointed. In the event of a conflict, the Abatement Council and its Members may seek outside representation to defend itself against such an enforcement action.
3. If any Party(ies) believes another Party(ies), not including the Abatement Council, violated the terms of this MOU, the alleging Party(ies) may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Party(ies) first provide the alleged offending Party(ies)

notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Party or alleged offending Party(ies) may be represented by their respective public entity in accordance with Colorado law.

4. Nothing in this MOU shall be interpreted to waive the right of any Party to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Colorado law. In such an action, the alleged offending Party(ies), including the Abatement Council, may be represented by their respective public entities in accordance with Colorado law. In the event of a conflict, any Party, including the Abatement Council and its Members, may seek outside representation to defend itself against such an action.
5. If any Party(ies) believes another Party(ies), Region(s), or individual(s) involved in the receipt, distribution, or administration of Opioids Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, such as a local home rule municipality's ethics board.
6. If any Party(ies) believes another Party(ies), Region(s), or individual(s) involved in the receipt, distribution, or administration of Opioid Funds violated any Colorado criminal law, such conduct shall be reported to the appropriate criminal authorities.
7. Venue for any legal action related to this MOU shall be in a court of competent jurisdiction where any applicable Settlement(s) is entered.
8. Because recovery under the terms of different Settlement(s) may vary depending on the number of Parties required to effectuate a Settlement, the Parties may conditionally agree to sign on to the MOU through a letter of intent, resolution or similar written statement, declaration or pronouncement declaring their intent to sign on to the MOU if the threshold for Party participation in a specific Settlement is achieved.⁴
9. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this MOU. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or

⁴ For instance, the July 21, 2021 "Distributor Settlement Agreement" includes a "Subdivision Settlement Agreement Form" that, once filled out and executed, is meant to indicate that Local Government's (or Subdivision's) election to participate in that Distributor Settlement and also, to require that Local Government to take steps to formally release any claim it may have against the Settling Distributors. With regard to the Distributor Settlement Agreement or any other Settlements that include a form similar to the Subdivision Settlement Agreement Form, the Parties may still conditionally agree to sign on to the MOU if, for instance, the threshold for Party participation in a specific Settlement is achieved.

because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

10. Each party represents that all procedures necessary to authorize such Party's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

I. Payment of Counsel and Litigation Expenses Through a Back-Stop Fund

1. Some Settlements, including the McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation ("Distributor") and Johnson & Johnson/Janssen ("J&J") settlements, may provide for the payment of all or a portion of the fees and litigation expenses owed by Participating Local Governments to counsel specifically retained to file suit in the opioid litigation. If any Settlement is insufficient to cover the fee obligations of the Participating Local Governments (as discussed and modified by Judge Polster's Order of August 6 regarding fees for the Distributor and J&J settlements), the deficiencies will be covered as set forth in further detail below.
2. The Parties also recognize that, as in the Distributor and J&J settlements, certain Opioid Settling Defendants may offer premiums benefiting the entire state of Colorado when Participating Local Governments agree to the Settlement(s), thereby settling their claims in their on-going lawsuits. For example, below is the chart illustrating how Incentive Payment B (a 25% premium to the entire state) works in the Distributor Settlement at Section IV.F.2.b (p. 20):

Percentage of Litigating Subdivision Population that is Incentive B Eligible Subdivision Population⁵	Incentive Payment B Eligibility Percentage
Up to 85%	0%
85%+	30%
86+	40%
91+	50%
95+	60%
99%+	95%
100%	100%

3. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), or if a Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the "Common Benefit Fund"),

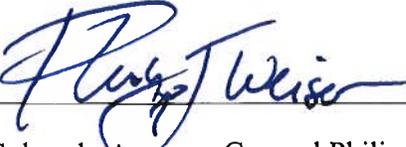
and/or requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund (“Court-Ordered Common Benefit Fund Assessment”), then the Participating Local Governments shall be required to first seek to have their attorneys’ fees and expenses paid through the Common Benefit Fund.

4. For the Distributor and J&J settlements only, counsel for Participating Local Governments shall have their expenses otherwise recoverable from Colorado Participating Local Governments compensated only through the Common Benefit Fund(s) established in those settlement(s). For the avoidance of doubt, counsel for Participating Local Governments may recover their attorneys’ fees through the Distributor and J&J settlements and through the other applicable provisions of this Section (I).
5. In addition, as a means of covering any deficiencies in paying counsel for Participating Local Governments, a supplemental Colorado Attorney Fee Back-Stop Fund shall be established. The Colorado Attorney Fee Back-Stop Fund is to be used to compensate counsel for Participating Local Governments that filed an initial complaint in the opioid litigation by September 1, 2020 (“Litigating Participating Local Governments”).
6. Payments out of the Colorado Attorney Fee Back-Stop Fund shall be determined by a committee (the “Opioid Fee and Expense Committee”). The Opioid Fee and Expense Committee shall consist of the following five (5) members:
 - a. One (1) member appointed by CCI from a litigating county or from a litigating county and city municipal corporation;
 - b. One (1) member appointed by CML from a litigating city;
 - c. One (1) member appointed jointly by CCI and CML from a non-litigating county or city;
 - d. One (1) member appointed by the Attorney General’s Office; and
 - e. One (1) neutral member jointly appointed by all of the other members listed above.
7. The Colorado Attorney Fee Back-Stop Fund shall be funded as follows from any Settlement, excluding settlements involving McKinsey and payments resulting from the Purdue or Mallinckrodt bankruptcy. For purposes only of calculating the funding of the Colorado Attorney Fee Back-Stop Fund, the Parties deem 58% of the total LG Share and Regional Share to be attributable to the Litigating Local Governments. The Colorado Attorney Fee Back-Stop Fund shall be funded by 8.7% of the total LG Share and 4.35% of the total Regional Share at the time such funds are actually received. No funds deposited into the Colorado Attorney Fee Back-Stop Fund will be taken from the Statewide Infrastructure Share or State Share.

8. Counsel for Litigating Participating Local Governments may apply to the Colorado Attorney Fee Back-Stop Fund only after applying to the Common Benefit Fund.
9. Counsel for Litigating Participating Local Governments may apply to the Colorado Attorney Fee Back-Stop Fund for only a shortfall – that is, the difference between what their fee agreements would entitle them to (as limited by this Section (I)) minus what they have already collected from the Common Benefit Fund (including both the “common benefit” and “contingency fee” calculations, if any). If they receive fees/costs for common benefit work in the national fee fund, these fees/costs will be allocated proportionately across all their local government opioid clients based on the allocation model used in the Negotiation Class website to allocate the appropriate portion to Colorado clients.
10. Counsel for Litigating Participating Local Governments are limited to being paid, at most, and assuming adequate funds are available in any Common Benefit Fund and Colorado Attorney Fee Back-Stop Fund, fees in an amount equal to 15% of the LG Share and 7.5% of the Regional Share attributable to their Colorado clients.
11. Any funds remaining in the Colorado Attorney Fee Back-Stop Fund in excess of the amounts needed to cover the fees and litigation expenses owed by Litigating Participating Local Governments to their respective counsel shall revert to the Participating Local Governments according to the allocations described in Sections (E) and (F). Every two years, the Opioid Fee and Expense Committee shall assess the amount remaining in the Colorado Attorney Fee Back-Stop Fund to determine if it is overfunded.
12. Despite the fact that a litigating entity bonus benefits the entire state, no portion of the State Share shall be used to fund the Colorado Attorney Fee Back-Stop Fund or in any other way to fund any Participating Local Government’s attorneys’ fees and expenses. Because the state did not hire outside counsel, any funds for attorneys fees that the state receives from the J&J and Distributor settlement will be deposited into the State Share.
13. To participate in the Colorado Attorney Fee Back-Stop Fund, counsel must follow the requirements of C.R.S. § 13-17-304.

This **Colorado Opioids Settlement Memorandum of Understanding** is signed

this 26 day of August, 2021 by:



Colorado Attorney General Philip J. Weiser

This **Colorado Opioids Settlement Memorandum of Understanding** is signed
this ___ day of _____, _____ by:

Name & Title _____

On behalf of _____

Exhibit A

POTENTIAL OPIOID ABATEMENT APPROVED PURPOSES

I. TREATMENT

A. TREATMENT OF OPIOID USE DISORDER AND ITS EFFECTS

1. Expand availability of treatment, including Medication-Assisted Treatment (MAT), for Opioid Use Disorder (OUD) and any co-occurring substance use or mental health issues.
2. Supportive housing, all forms of FDA-approved MAT, counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it.
3. Treatment of mental health trauma issues that resulted from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking) and for family members (e.g., surviving family members after an overdose or overdose fatality).
4. Expand telehealth to increase access to OUD treatment, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
5. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
6. Scholarships for certified addiction counselors.
7. Clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for OUD.
8. Training for health care providers, students, and other supporting professionals, such as peer recovery coaches/recovery outreach specialists, including but not limited to training relating to MAT and harm reduction.
9. Dissemination of accredited web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
10. Development and dissemination of new accredited curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service Medication-Assisted Treatment.
11. Development of a multistate/nationally accessible database whereby health care providers can list currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis.

12. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD.
13. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-informed practices such as adequate methadone dosing.

B. INTERVENTION

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer, if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorder.
3. Training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on the late adolescence and young adulthood when transition from misuse to opioid disorder is most common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management and/or support services.
6. Support work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
7. Create school-based contacts whom parents can engage to seek immediate treatment services for their child.
8. Develop best practices on addressing OUD in the workplace.
9. Support assistance programs for health care providers with OUD.
10. Engage non-profits and faith community as a system to support outreach for treatment.

C. CRIMINAL-JUSTICE-INVOLVED PERSONS

1. Address the needs of persons involved in the criminal justice system who have OUD and any co-occurring substance use disorders or mental health (SUD/MH) issues.

2. Support pre-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH issues, including established strategies such as:
 - a. Self-referral strategies such as Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network.
3. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH issues to evidence-informed treatment, including MAT, and related services.
4. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH issues, but only if they provide referrals to evidence-informed treatment, including MAT.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are incarcerated, on probation, or on parole.
6. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate re-entry services to individuals with OUD and any co-occurring SUD/MH issues who are leaving jail or prison or who have recently left jail or prison.
7. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

D. WOMEN WHO ARE OR MAY BECOME PREGNANT

1. Evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women or women who could become pregnant and have OUD.
2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment.

3. Other measures to address Neonatal Abstinence Syndrome, including prevention, care for addiction and education programs.
4. Child and family supports for parenting women with OUD.
5. Enhanced family supports and child care services for parents receiving treatment for OUD.

E. PEOPLE IN TREATMENT AND RECOVERY

1. The full continuum of care of recovery services for OUD and any co-occurring substance use or mental health issues, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
3. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
4. Community-wide stigma reduction regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
5. Engaging non-profits and faith community as a system to support family members in their efforts to help the opioid user in the family.

II. PREVENTION

F. PRESCRIBING PRACTICES

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing.
3. Continuing Medical Education (CME) on prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Fund development of a multistate/national prescription drug monitoring program (PDMP) that permits information sharing while providing appropriate safeguards on sharing of private information, including but not limited to:

- a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
 - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
6. Educating dispensers on appropriate opioid dispensing.

G. MISUSE OF OPIOIDS

1. Corrective advertising/affirmative public education campaigns.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug-abuse prevention efforts.
5. School-based programs that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, or training of coalitions in evidence-informed implementation.
7. School and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. Engaging non-profits and faith community as a system to support prevention.

H. OVERDOSE DEATHS AND OTHER HARMS

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.
2. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

3. Developing data tracking software and applications for overdoses/naloxone revivals.
4. Public education relating to emergency responses to overdoses.
5. Free naloxone for anyone in the community.
6. Public education relating to immunity and Good Samaritan laws.
7. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
8. Syringe service programs, including supplies, staffing, space, peer support services, and the full range of harm reduction and treatment services provided by these programs.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

III. ADDITIONAL AREAS

I. SERVICES FOR CHILDREN

1. Support for children's services: Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

J. FIRST RESPONDERS

1. Law enforcement expenditures relating to the opioid epidemic.
2. Educating first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Increase electronic prescribing to prevent diversion and forgery.

K. COMMUNITY LEADERSHIP

1. Regional planning to identify goals for opioid reduction and support efforts or to identify areas and populations with the greatest needs for treatment intervention services.
2. Government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

L. STAFFING AND TRAINING

1. Funding for programs and services regarding staff training and networking to improve staff capability to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD (e.g., health care, primary care, pharmacies, PDMPs, etc.).

M. RESEARCH

1. Funding opioid abatement research.
2. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to OUD.
3. Support research for novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
4. Support for innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research for swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research expanded modalities such as prescription methadone that can expand access to MAT.

N. OTHER

1. Administrative costs for any of the approved purposes on this list.

Exhibit B

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Adams County	Adams	County	
Arvada	Adams	City	2 counties
Aurora	Adams	City	3 counties
Bennett	Adams	City	2 counties
Brighton	Adams	City	2 counties
Commerce City	Adams	City	
Federal Heights	Adams	City	
Lochbuie	Adams	City	2 counties
Northglenn	Adams	City	2 counties
Thornton	Adams	City	2 counties
Westminster	Adams	City	2 counties
Alamosa County	Alamosa	County	
Alamosa	Alamosa	City	
Hooper	Alamosa	City	
Arapahoe County	Arapahoe	County	
Aurora	Arapahoe	City	3 counties
Bennett	Arapahoe	City	2 counties
Bow Mar	Arapahoe	City	2 counties
Centennial	Arapahoe	City	
Cherry Hills Village	Arapahoe	City	
Columbine Valley	Arapahoe	City	
Deer Trail	Arapahoe	City	
Englewood	Arapahoe	City	
Foxfield	Arapahoe	City	
Glendale	Arapahoe	City	
Greenwood Village	Arapahoe	City	
Littleton	Arapahoe	City	3 counties
Sheridan	Arapahoe	City	
Archuleta County	Archuleta	County	
Pagosa Springs	Archuleta	City	
Baca County	Baca	County	
Campo	Baca	City	
Pritchett	Baca	City	
Springfield	Baca	City	
Two Buttes	Baca	City	
Vilas	Baca	City	
Walsh	Baca	City	
Bent County	Bent	County	
Las Animas	Bent	City	
Boulder County	Boulder	County	
Boulder	Boulder	City	
Erie	Boulder	City	2 counties
Jamestown	Boulder	City	
Lafayette	Boulder	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Longmont	Boulder	City	2 counties
Louisville	Boulder	City	
Lyons	Boulder	City	
Nederland	Boulder	City	
Superior	Boulder	City	2 counties
Ward	Boulder	City	
Broomfield	Broomfield	City/County	
Chaffee County	Chaffee	County	
Buena Vista	Chaffee	City	
Poncha Springs	Chaffee	City	
Salida	Chaffee	City	
Cheyenne County	Cheyenne	County	
Cheyenne Wells	Cheyenne	City	
Kit Carson	Cheyenne	City	
Clear Creek County	Clear Creek	County	
Central City	Clear Creek	City	2 counties
Empire	Clear Creek	City	
Georgetown	Clear Creek	City	
Idaho Springs	Clear Creek	City	
Silver Plume	Clear Creek	City	
Conejos County	Conejos	County	
Antonito	Conejos	City	
La Jara	Conejos	City	
Manassa	Conejos	City	
Romeo	Conejos	City	
Sanford	Conejos	City	
Costilla County	Costilla	County	
Blanca	Costilla	City	
San Luis	Costilla	City	
Crowley County	Crowley	County	
Crowley	Crowley	City	
Olney Springs	Crowley	City	
Ordway	Crowley	City	
Sugar City	Crowley	City	
Custer County	Custer	County	
Silver Cliff	Custer	City	
Westcliffe	Custer	City	
Delta County	Delta	County	
Cedaredge	Delta	City	
Crawford	Delta	City	
Delta	Delta	City	
Hotchkiss	Delta	City	
Orchard City	Delta	City	
Paonia	Delta	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Denver	Denver	City/County	
Dolores County	Dolores	County	
Dove Creek	Dolores	City	
Rico	Dolores	City	
Douglas County	Douglas	County	
Aurora	Douglas	City	3 counties
Castle Pines	Douglas	City	
Castle Rock	Douglas	City	
Larkspur	Douglas	City	
Littleton	Douglas	City	3 counties
Lone Tree	Douglas	City	
Parker	Douglas	City	
Eagle County	Eagle	County	
Avon	Eagle	City	
Basalt	Eagle	City	2 counties
Eagle	Eagle	City	
Gypsum	Eagle	City	
Minturn	Eagle	City	
Red Cliff	Eagle	City	
Vail	Eagle	City	
El Paso County	El Paso	County	
Calhan	El Paso	City	
Colorado Springs	El Paso	City	
Fountain	El Paso	City	
Green Mountain Falls	El Paso	City	2 counties
Manitou Springs	El Paso	City	
Monument	El Paso	City	
Palmer Lake	El Paso	City	
Ramah	El Paso	City	
Elbert County	Elbert	County	
Elizabeth	Elbert	City	
Kiowa	Elbert	City	
Simla	Elbert	City	
Fremont County	Fremont	County	
Brookside	Fremont	City	
Cañon City	Fremont	City	
Coal Creek	Fremont	City	
Florence	Fremont	City	
Rockvale	Fremont	City	
Williamsburg	Fremont	City	
Garfield County	Garfield	County	
Carbondale	Garfield	City	
Glenwood Springs	Garfield	City	
New Castle	Garfield	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Parachute	Garfield	City	
Rifle	Garfield	City	
Silt	Garfield	City	
Gilpin County	Gilpin	County	
Black Hawk	Gilpin	City	
Central City	Gilpin	City	2 counties
Grand County	Grand	County	
Fraser	Grand	City	
Granby	Grand	City	
Grand Lake	Grand	City	
Hot Sulphur Springs	Grand	City	
Kremmling	Grand	City	
Winter Park	Grand	City	
Gunnison County	Gunnison	County	
Crested Butte	Gunnison	City	
Gunnison	Gunnison	City	
Marble	Gunnison	City	
Mount Crested Butte	Gunnison	City	
Pitkin	Gunnison	City	
Hinsdale County	Hinsdale	County	
Lake City	Hinsdale	City	
Huerfano County	Huerfano	County	
La Veta	Huerfano	City	
Walsenburg	Huerfano	City	
Jackson County	Jackson	County	
Walden	Jackson	City	
Jefferson County	Jefferson	County	
Arvada	Jefferson	City	2 counties
Bow Mar	Jefferson	City	2 counties
Edgewater	Jefferson	City	
Golden	Jefferson	City	
Lakeside	Jefferson	City	
Lakewood	Jefferson	City	
Littleton	Jefferson	City	3 counties
Morrison	Jefferson	City	
Mountain View	Jefferson	City	
Superior	Jefferson	City	2 counties
Westminster	Jefferson	City	2 counties
Wheat Ridge	Jefferson	City	
Kiowa County	Kiowa	County	
Eads	Kiowa	City	
Haswell	Kiowa	City	
Sheridan Lake	Kiowa	City	
Kit Carson County	Kit Carson	County	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Bethune	Kit Carson	City	
Burlington	Kit Carson	City	
Flagler	Kit Carson	City	
Seibert	Kit Carson	City	
Stratton	Kit Carson	City	
Vona	Kit Carson	City	
La Plata County	La Plata	County	
Bayfield	La Plata	City	
Durango	La Plata	City	
Ignacio	La Plata	City	
Lake County	Lake	County	
Leadville	Lake	City	
Larimer County	Larimer	County	
Berthoud	Larimer	City	2 counties
Estes Park	Larimer	City	
Fort Collins	Larimer	City	
Johnstown	Larimer	City	2 counties
Loveland	Larimer	City	
Timnath	Larimer	City	2 counties
Wellington	Larimer	City	
Windsor	Larimer	City	2 counties
Las Animas County	Las Animas	County	
Aguilar	Las Animas	City	
Branson	Las Animas	City	
Cokedale	Las Animas	City	
Kim	Las Animas	City	
Starkville	Las Animas	City	
Trinidad	Las Animas	City	
Lincoln County	Lincoln	County	
Arriba	Lincoln	City	
Genoa	Lincoln	City	
Hugo	Lincoln	City	
Limon	Lincoln	City	
Logan County	Logan	County	
Crook	Logan	City	
Fleming	Logan	City	
Iliff	Logan	City	
Merino	Logan	City	
Peetz	Logan	City	
Sterling	Logan	City	
Mesa County	Mesa	County	
Collbran	Mesa	City	
De Beque	Mesa	City	
Fruita	Mesa	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Grand Junction	Mesa	City	
Palisade	Mesa	City	
Mineral County	Mineral	County	
City of Creede	Mineral	City	
Moffat County	Moffat	County	
Craig	Moffat	City	
Dinosaur	Moffat	City	
Montezuma County	Montezuma	County	
Cortez	Montezuma	City	
Dolores	Montezuma	City	
Mancos	Montezuma	City	
Montrose County	Montrose	County	
Montrose	Montrose	City	
Naturita	Montrose	City	
Nucla	Montrose	City	
Olathe	Montrose	City	
Morgan County	Morgan	County	
Brush	Morgan	City	
Fort Morgan	Morgan	City	
Hillrose	Morgan	City	
Log Lane Village	Morgan	City	
Wiggins	Morgan	City	
Otero County	Otero	County	
Cheraw	Otero	City	
Fowler	Otero	City	
La Junta	Otero	City	
Manzanola	Otero	City	
Rocky Ford	Otero	City	
Swink	Otero	City	
Ouray County	Ouray	County	
Ouray	Ouray	City	
Ridgway	Ouray	City	
Park County	Park	County	
Alma	Park	City	
Fairplay	Park	City	
Phillips County	Phillips	County	
Haxtun	Phillips	City	
Holyoke	Phillips	City	
Paoli	Phillips	City	
Pitkin County	Pitkin	County	
Aspen	Pitkin	City	
Basalt	Pitkin	City	2 counties
Snowmass Village	Pitkin	City	
Prowers County	Prowers	County	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Granada	Prowers	City	
Hartman	Prowers	City	
Holly	Prowers	City	
Lamar	Prowers	City	
Wiley	Prowers	City	
Pueblo County	Pueblo	County	
Boone	Pueblo	City	
Pueblo	Pueblo	City	
Rye	Pueblo	City	
Rio Blanco County	Rio Blanco	County	
Meeker	Rio Blanco	City	
Rangely	Rio Blanco	City	
Rio Grande County	Rio Grande	County	
Center	Rio Grande	City	2 counties
Del Norte	Rio Grande	City	
Monte Vista	Rio Grande	City	
South Fork	Rio Grande	City	
Routt County	Routt	County	
Hayden	Routt	City	
Oak Creek	Routt	City	
Steamboat Springs	Routt	City	
Yampa	Routt	City	
Saguache County	Saguache	County	
Bonanza	Saguache	City	
Center	Saguache	City	2 counties
Crestone	Saguache	City	
Moffat	Saguache	City	
Saguache	Saguache	City	
San Juan County	San Juan	County	
Silverton	San Juan	City	
San Miguel County	San Miguel	County	
Mountain Village	San Miguel	City	
Norwood	San Miguel	City	
Ophir	San Miguel	City	
Sawpit	San Miguel	City	
Telluride	San Miguel	City	
Sedgwick County	Sedgwick	County	
Julesburg	Sedgwick	City	
Ovid	Sedgwick	City	
Sedgwick	Sedgwick	City	
Summit County	Summit	County	
Blue River	Summit	City	
Breckenridge	Summit	City	
Dillon	Summit	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Frisco	Summit	City	
Montezuma	Summit	City	
Silverthorne	Summit	City	
Teller County	Teller	County	
Cripple Creek	Teller	City	
Green Mountain Falls	Teller	City	2 counties
Victor	Teller	City	
Woodland Park	Teller	City	
Washington County	Washington	County	
Akron	Washington	City	
Otis	Washington	City	
Weld County	Weld	County	
Ault	Weld	City	
Berthoud	Weld	City	2 counties
Brighton	Weld	City	2 counties
Dacono	Weld	City	
Eaton	Weld	City	
Erie	Weld	City	2 counties
Evans	Weld	City	
Firestone	Weld	City	
Fort Lupton	Weld	City	
Frederick	Weld	City	
Garden City	Weld	City	
Gilcrest	Weld	City	
Greeley	Weld	City	
Grover	Weld	City	
Hudson	Weld	City	
Johnstown	Weld	City	2 counties
Keenesburg	Weld	City	
Kersey	Weld	City	
La Salle	Weld	City	
Lochbuie	Weld	City	2 counties
Longmont	Weld	City	2 counties
Mead	Weld	City	
Milliken	Weld	City	
Northglenn	Weld	City	2 counties
Nunn	Weld	City	
Pierce	Weld	City	
Platteville	Weld	City	
Raymer (New Raymer)	Weld	City	
Severance	Weld	City	
Thornton	Weld	City	2 counties
Timnath	Weld	City	2 counties
Windsor	Weld	City	2 counties

Colorado Local Governments*

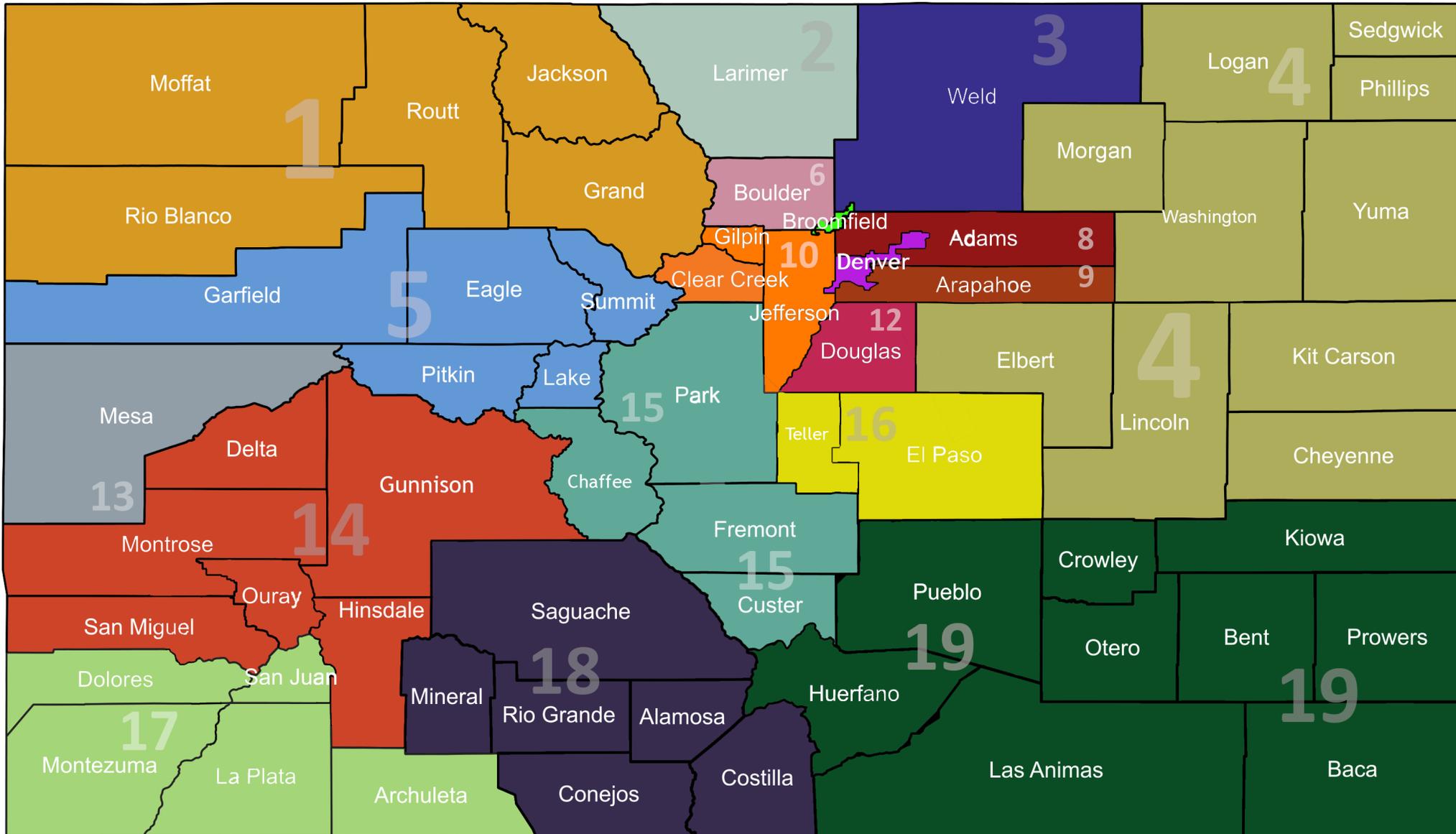
Government Name	County	Gov't Type	Multi-County
Yuma County	Yuma	County	
Eckley	Yuma	City	
Wray	Yuma	City	
Yuma	Yuma	City	

*This list includes all 64 Colorado counties and all 271 municipalities listed in the 2019 Census. Cities located in multiple counties are listed under each corresponding county subheading. City and County of Denver and City and County of Broomfield are counted in both the city and county totals. The City of Carbonate is not included in this list, as there was no population in the 2019 Census data.

This list will be reconciled as necessary to be consistent with the terms of Settlement(s) with Opioid Settling Defendant(s)

Exhibit C

Regions for the distribution of opioid settlement funds



Region 1	Region 5	Region 9	Region 13	Region 17
Region 2	Region 6	Region 10	Region 14	Region 18
Region 3	Region 7 (Broomfield)	Region 11 (Denver)	Region 15	Region 19
Region 4	Region 8	Region 12	Region 16	

Exhibit D

Exhibit D - Allocations to Colorado County Areas

County	Percentage of LG Share
Adams	9.4247%
Alamosa	0.5081%
Arapahoe	10.8071%
Archuleta	0.1370%
Baca	0.0592%
Bent	0.1133%
Boulder	5.7936%
Broomfield	1.0014%
Chaffee	0.3604%
Cheyenne	0.0159%
Clear Creek	0.1380%
Conejos	0.2108%
Costilla	0.0552%
Crowley	0.0934%
Custer	0.0412%
Delta	0.5440%
Denver	15.0042%
Dolores	0.0352%
Douglas	3.6696%
Eagle	0.6187%
El Paso	11.9897%
Elbert	0.2804%
Fremont	0.9937%
Garfield	0.8376%
Gilpin	0.0561%
Grand	0.2037%
Gunnison	0.1913%
Hinsdale	0.0112%
Huerfano	0.2505%
Jackson	0.0310%
Jefferson	10.5173%
Kiowa	0.0142%
Kit Carson	0.0940%
La Plata	0.8127%
Lake	0.0990%
Larimer	6.5211%
Las Animas	0.6304%
Lincoln	0.0819%
Logan	0.3815%
Mesa	2.8911%
Mineral	0.0039%
Moffat	0.2326%
Montezuma	0.4429%

Montrose	0.5695%
Morgan	0.4677%
Otero	0.4486%
Ouray	0.0535%
Park	0.1674%
Phillips	0.0714%
Pitkin	0.1747%
Prowers	0.1727%
Pueblo	5.6757%
Rio Blanco	0.1013%
Rio Grande	0.2526%
Routt	0.3837%
Saguache	0.0666%
San Juan	0.0097%
San Miguel	0.1005%
Sedgwick	0.0618%
Summit	0.3761%
Teller	0.6219%
Washington	0.0357%
Weld	3.8908%
Yuma	0.0992%
TOTAL	100.0000%

Exhibit E

Exhibit E - Intracounty Allocations^{1,2}

The below chart depicts the default percentage that each Local Government will receive from the LG Share amount attributed to its County Area, as described in Section (E)(3) of the MOU. The chart assumes full participation by all Local Governments

Government Name	Intracounty Share
Adams County	68.3372%
Arvada (2 Counties)	0.2632%
Aurora (3 Counties)	4.6336%
Bennett (2 Counties)	0.1670%
Brighton (2 Counties)	1.4527%
Commerce City	4.7314%
Federal Heights	1.1457%
Lochbuie (2 Counties)	0.0001%
Northglenn (2 Counties)	2.0913%
Thornton (2 Counties)	10.6435%
Westminster (2 Counties)	6.5342%

Alamosa County	85.3075%
Alamosa	14.6818%
Hooper	0.0108%

Arapahoe County	42.7003%
Aurora (3 Counties)	35.5997%
Bennett (2 Counties)	0.0324%
Bow Mar (2 Counties)	0.0159%
Centennial	0.4411%
Cherry Hills Village	0.6685%
Columbine Valley	0.1601%
Deer Trail	0.0003%
Englewood	5.5850%
Foxfield	0.0372%
Glendale	1.2289%
Greenwood Village	2.8305%
Littleton (3 Counties)	8.5654%
Sheridan	2.1347%

Archuleta County	90.0864%
Pagosa Springs	9.9136%

Baca County	85.9800%
Campo	2.4443%
Pritchett	1.5680%
Springfield	7.0100%

Government Name	Intracounty Share
Two Buttes	0.4766%
Vilas	0.9070%
Walsh	1.6141%

Bent County	80.9608%
Las Animas	19.0392%

Boulder County	47.6311%
Boulder	31.7629%
Erie (2 Counties)	0.3634%
Jamestown	0.0086%
Lafayette	3.3203%
Longmont (2 Counties)	14.6833%
Louisville	1.4455%
Lyons	0.5916%
Nederland	0.1646%
Superior (2 Counties)	0.0258%
Ward	0.0030%

Broomfield County/City	100.0000%
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Chaffee County	74.8440%
Buena Vista	5.8841%
Poncha Springs	4.2369%
Salida	15.0350%

Cheyenne County	66.8002%
Cheyenne Wells	0.8586%
Kit Carson	32.3412%

Clear Creek County	92.2164%
Central City (2 Counties)	0.0000%
Empire	0.3364%
Georgetown	1.9063%
Idaho Springs	4.7625%
Silver Plume	0.7784%

Conejos County	77.1204%
Antonito	4.6338%
La Jara	2.4313%
Manassa	1.0062%
Romeo	2.4270%
Sanford	12.3812%

Government Name	Intracounty Share
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Costilla County	97.3454%
Blanca	1.2036%
San Luis	1.4509%

Crowley County	80.7081%
Crowley	4.3597%
Olney Springs	8.3683%
Ordway	0.1853%
Sugar City	6.3786%

Custer County	96.6858%
Silver Cliff	0.7954%
Westcliffe	2.5188%

Delta County	76.3512%
Cedaredge	3.6221%
Crawford	0.4938%
Delta	16.2658%
Hotchkiss	1.0963%
Orchard City	0.1473%
Paonia	2.0236%

Denver County/City	100.0000%
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Dolores County	76.3307%
Dove Creek	17.3127%
Rico	6.3566%

Douglas County	71.8404%
Aurora (3 Counties)	0.2099%
Castle Pines	0.2007%
Castle Rock	13.5204%
Larkspur	0.0856%
Littleton (3 Counties)	0.0156%
Lone Tree	5.2786%
Parker	8.8487%

Eagle County	60.8236%
Avon	7.6631%
Basalt (2 Counties)	2.2311%
Eagle	3.1376%
Gypsum	1.7469%
Minturn	0.7771%

Government Name	Intracounty Share
Red Cliff	0.0957%
Vail	23.5250%

El Paso County	18.4181%
Calhan	0.0228%
Colorado Springs	80.1161%
Fountain	0.9892%
Green Mountain Falls (2 Counties)	0.0149%
Manitou Springs	0.2411%
Monument	0.1492%
Palmer Lake	0.0455%
Ramah	0.0033%

Elbert County	86.5840%
Elizabeth	10.2633%
Kiowa	1.5455%
Simla	1.6072%

Fremont County	60.7882%
Brookside	0.0348%
Cañon City	30.9017%
Coal Creek	0.0476%
Florence	8.0681%
Rockvale	0.0687%
Williamsburg	0.0907%

Garfield County	76.3371%
Carbondale	2.4698%
Glenwood Springs	11.8141%
New Castle	1.4295%
Parachute	1.0653%
Rifle	5.2733%
Silt	1.6110%

Gilpin County	46.8613%
Black Hawk	46.3909%
Central City (2 Counties)	6.7478%

Grand County	80.1046%
Fraser	2.4903%
Granby	5.4008%
Grand Lake	0.3174%
Hot Sulphur Springs	0.1431%
Kremmling	2.9284%

Government Name	Intracounty Share
Winter Park	8.6154%

Gunnison County	88.9185%
Crested Butte	2.3562%
Gunnison	5.9501%
Marble	0.1714%
Mount Crested Butte	2.5657%
Pitkin	0.0381%

Hinsdale County	76.0940%
Lake City	23.9060%

Huerfano County	68.2709%
La Veta	11.0719%
Walsenburg	20.6572%

Jackson County	61.5339%
Walden	38.4661%

Jefferson County	58.2140%
Arvada (2 Counties)	11.9733%
Bow Mar (2 Counties)	0.0087%
Edgewater	0.6604%
Golden	3.4815%
Lakeside	0.0030%
Lakewood	15.9399%
Littleton (3 Counties)	0.6176%
Morrison	0.2205%
Mountain View	0.1344%
Superior (2 Counties)	0.0000%
Westminster (2 Counties)	5.4779%
Wheat Ridge	3.2689%

Kiowa County	93.2138%
Eads	5.3777%
Haswell	0.6402%
Sheridan Lake	0.7682%

Kit Carson County	86.3178%
Bethune	0.1841%
Burlington	12.0640%
Flagler	0.4264%
Seibert	0.0291%
Stratton	0.9012%

Government Name	Intracounty Share
Vona	0.0775%

La Plata County	66.8874%
Bayfield	1.6292%
Durango	29.2985%
Ignacio	2.1849%

Lake County	73.4523%
Leadville	26.5477%

Larimer County	56.0589%
Berthoud (2 Counties)	0.4139%
Estes Park	0.3502%
Fort Collins	18.5702%
Johnstown (2 Counties)	0.0711%
Loveland	23.4493%
Timnath (2 Counties)	0.2964%
Wellington	0.3653%
Windsor (2 Counties)	0.4248%

Las Animas County	77.8076%
Aguilar	0.0751%
Branson	0.0101%
Cokedale	0.0188%
Kim	0.0101%
Starkville	0.0087%
Trinidad	22.0696%

Lincoln County	91.3222%
Arriba	0.3444%
Genoa	0.2222%
Hugo	1.4778%
Limon	6.6333%

Logan County	72.7982%
Crook	0.0931%
Fleming	0.3413%
Iliff	0.0095%
Merino	0.4702%
Peetz	0.2029%
Sterling	26.0848%

Mesa County	60.8549%
Collbran	0.0920%

Government Name	Intracounty Share
De Beque	0.0123%
Fruita	1.6696%
Grand Junction	37.1505%
Palisade	0.2208%

Mineral County	87.6744%
City of Creede	12.3256%

Moffat County	91.7981%
Craig	8.1862%
Dinosaur	0.0157%

Montezuma County	79.6682%
Cortez	18.6459%
Dolores	0.6106%
Mancos	1.0753%

Montrose County	92.8648%
Montrose	6.5980%
Naturita	0.1551%
Nucla	0.0703%
Olathe	0.3118%

Morgan County	61.6991%
Brush	8.5522%
Fort Morgan	27.8214%
Hillrose	0.1986%
Log Lane Village	0.6424%
Wiggins	1.0863%

Otero County	60.8168%
Cheraw	0.1888%
Fowler	1.0413%
La Junta	25.9225%
Manzanola	0.6983%
Rocky Ford	8.8215%
Swink	2.5109%

Ouray County	76.0810%
Ouray	17.6541%
Ridgway	6.2649%

Park County	96.3983%
Alma	0.7780%

Government Name	Intracounty Share
Fairplay	2.8237%

Phillips County	52.3463%
Haxtun	13.9505%
Holyoke	33.1803%
Paoli	0.5228%

Pitkin County	47.1379%
Aspen	42.0707%
Basalt (2 Counties)	1.1156%
Snowmass Village	9.6757%

Prowers County	70.4524%
Granada	0.9965%
Hartman	0.3164%
Holly	4.9826%
Lamar	21.5860%
Wiley	1.6661%

Pueblo County	54.6622%
Boone	0.0019%
Pueblo	45.3350%
Rye	0.0008%

Rio Blanco County	78.2831%
Meeker	9.1326%
Rangely	12.5843%

Rio Grande County	68.0724%
Center (2 Counties)	0.7713%
Del Norte	6.7762%
Monte Vista	20.4513%
South Fork	3.9288%

Routt County	58.5353%
Hayden	1.0679%
Oak Creek	0.6360%
Steamboat Springs	39.4499%
Yampa	0.3109%

Saguache County	92.8796%
Bonanza	0.1367%
Center (2 Counties)	6.3687%
Crestone	0.0137%

Government Name	Intracounty Share
Moffat	0.3553%
Saguache	0.2460%

San Juan County	87.0423%
Silverton	12.9577%

San Miguel County	48.7493%
Mountain Village	25.7930%
Norwood	0.4078%
Ophir	0.0816%
Sawpit	0.0272%
Telluride	24.9411%

Sedgwick County	98.7331%
Julesburg	0.3830%
Ovid	0.0295%
Sedgwick	0.8544%

Summit County	57.0567%
Blue River	0.5011%
Breckenridge	26.1112%
Dillon	4.1421%
Frisco	6.5096%
Montezuma	0.0169%
Silverthorne	5.6623%

Teller County	66.1557%
Cripple Creek	17.2992%
Green Mountain Falls (2 Counties)	0.0322%
Victor	3.1685%
Woodland Park	13.3445%

Washington County	99.1320%
Akron	0.7659%
Otis	0.1021%

Weld County	51.9387%
Ault	0.3202%
Berthoud (2 Counties)	0.0061%
Brighton (2 Counties)	0.0927%
Dacono	0.6104%
Eaton	0.4573%
Erie (2 Counties)	0.8591%
Evans	4.5121%

Government Name	Intracounty Share
Firestone	1.4648%
Fort Lupton	0.8502%
Frederick	1.2228%
Garden City	0.1514%
Gilcrest	0.1580%
Greeley	30.6922%
Grover	0.0852%
Hudson	0.0066%
Johnstown (2 Counties)	1.5416%
Keenesburg	0.0215%
Kersey	0.1378%
La Salle	0.4128%
Lochbuie (2 Counties)	0.4004%
Longmont (2 Counties)	0.0154%
Mead	0.0941%
Milliken	1.5373%
Northglenn (2 Counties)	0.0030%
Nunn	0.2558%
Pierce	0.0948%
Platteville	0.3712%
Raymer (New Raymer)	0.0597%
Severance	0.0403%
Thornton (2 Counties)	0.0000%
Timnath (2 Counties)	0.0000%
Windsor (2 Counties)	1.5865%

Yuma County	75.5598%
Eckley	2.5422%
Wray	10.2148%
Yuma	11.6832%

¹These allocations are based on the allocation model used in the Negotiation Class website. The allocation model is the product of prolonged and intensive research, analysis, and discussion by and among members of the court-appointed Plaintiffs' Executive Committee and Settlement Committee and their retained public health and health economics experts, as well as a series of meetings with scores of cities, counties and subdivisions. Additional information about the allocation model is available on the Negotiation Class website.

The allocations in the Negotiation Class website use two different methodologies:

County-Level Allocation

The allocation model uses three factors, based on reliable, detailed, and objective data collected and reported by the federal government, to determine the share of a settlement fund that each county will receive. The three factors are: (1) the amount of opioids shipped to the county, (2) the number of opioid deaths in that county, and (3) the number of people who suffer opioid use disorder in that county.

County/Municipal-Level Allocation

The county/municipal-level allocation is a default allocation to be used if another agreement is not reached between the county and its constituent cities. The formula uses U.S. Census Bureau data on local government spending. This data covers cities and counties for 98% of the U.S. population. If a jurisdiction lacked this data, it was extrapolated based on available data.

²The municipalities of Bow Mar, Johnstown, and Timnath were not reflected as being in multiple counties in the Negotiation Class website. The estimated allocations to those cities are based on the same methodology used in the website, in consultation with the expert. For cities in multiple counties, please see each county in which that city lies.

Exhibit F

Regional Allocations		
Region Number	Region Description	Total State Share
1	Northwest	0.9522%
2	Larimer	6.5211%
3	Weld	3.8908%
4	Logan	1.5896%
5	North Central	2.1061%
6	Boulder	5.7936%
7	Broomfield	1.0014%
8	Adams	9.4247%
9	Arapahoe	10.8071%
10	Jefferson	10.7114%
11	Denver	15.0042%
12	Douglas	3.6696%
13	Mesa	2.8911%
14	Southwest	1.4700%
15	Central	1.5627%
16	El Paso/Teller	12.6116%
17	Southwest Corner	1.4375%
18	South Central	1.0973%
19	Southeast	7.4580%
Total		100.0000%

Exhibit G

Regional Governance Models

A. Membership Structure

Single-County Regions

1. Voting Members (Recommended List: Participating Local Governments to Decide)
 - 1 or 2 representatives appointed by the county (can be commissioners)
 - 1 representative appointed from the public health department
 - 1 representative from the county human services department
 - 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
 - 1 representative appointed from a municipal or county court system within region
 - 1-3 representatives (total) appointed by the cities within the county (or other city or cities agreed upon) (can be councilmembers and mayors)
 - Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)
2. Non-Voting Members (Optional but strongly encouraged)
 - Representatives from behavioral health providers
 - Representatives from health care providers
 - Recovery/treatment experts
 - Other county or city representatives
 - A representative from the Attorney General's Office
 - Community representative(s), preferably those with lived experience with the opioid crisis
 - Harm reduction experts

Multi-County Regions

1. Voting Members (Recommended List: Participating Local Governments to Decide)
 - 1 representative appointed by each county (can be commissioners)
 - 1 representative appointed by a rotating city within each county (or other city agreed upon) (can be councilmembers and mayors)
 - 1 representative from each public health department within the region
 - 1 representative from a county human services department
 - At least 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
 - 1 representative from a municipal or county court system within region
 - Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)
2. Non-Voting Members (Optional)
 - Representatives from behavioral health providers

- Representatives from health care providers
- Recovery/treatment experts
- Other county or city representatives
- A representative from the Attorney General’s Office
- Community representative(s), preferably those with lived experience with the opioid crisis.
- Harm reduction experts

Single-County Single-City Regions (Denver & Broomfield)

1. Voting Members (Recommended List: Participating Local Government to Decide)¹

- 1 representative appointed by the city and county
- 1 representative appointed from the public health department
- 1 representative from the county human services department
- 1 representative appointed from law enforcement within region (sheriff, police, district attorney, etc.)
- 1 representative appointed from a municipal or county court system within region
- Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)

2. Non-Voting Members (Optional)

- Representatives from behavioral health providers
- Representatives from health care providers
- Recovery/treatment experts
- Other county or city representatives
- A representative from the Attorney General’s Office
- Community representative(s), preferably those with lived experience with the opioid crisis.
- Harm reduction experts

B. Member Terms

- Regions may establish terms of appointment for members. Appointment terms may be staggered.

C. Procedures

- Regions will be governed by an intergovernmental agreement (“IGA”) or memorandum of understanding (“MOU”).
- Regions may adopt the Model Colorado Regional Opioid Intergovernmental Agreement, attached here as Exhibit G-1, in its entirety or alter or amend it as they deem appropriate.

¹ In Denver, the Mayor shall make voting member appointments to the Regional Council. In Broomfield, the City and County Manager shall make voting member appointments to the Regional Council.

- Regions may establish their own procedures through adoption of bylaws (model bylaws to be made available).
- Meetings of regional board/committee shall be open to the public and comply with the Colorado Open Meetings Law (including requirement to keep minutes).

D. Financial Responsibility/Controls

- A local government entity shall nominate and designate a fiscal agent for the Region.
- A Regional fiscal agent must be appointed by the Regional Council on an annual basis. A Regional fiscal agent may serve as long as the Regional Council determines is appropriate, including the length of any Settlement that contemplates the distribution of Opioid Funds within Colorado. However, the Regional fiscal agent also can change over time.
- Regional fiscal agents must be a board of county commissioners or a city or town council or executive department, such as a department of finance.
- Yearly reporting by fiscal agent (using standard form) to the Abatement Council.
- All documents subject to CORA.

E. Conflicts of Interest

- Voting members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

F. Ethics Laws

- Voting members shall abide by applicable state or local ethics laws, as appropriate.

G. Authority

- The Regional Council for each region shall have authority to decide how funds allocated to the region shall be distributed in accordance with the Colorado MOU and shall direct the fiscal agent accordingly.
- Any necessary contracts will be entered into by the fiscal agent, subject to approval by the Regional Council.

H. Legal Status

- The region shall not be considered a separate legal entity, unless the Participating Local Governments decide, through an IGA, to create a separate governmental entity.

Exhibit G-1

MODEL COLORADO REGIONAL OPIOID
INTERGOVERNMENTAL AGREEMENT²

THIS MODEL COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT (the “Regional Agreement”) is made between _____, a Participating Local Government, as defined in the Colorado MOU, in the _____ Region (“_____”) and _____, a Participating Local Government in the _____ Region, (“_____”), individually herein a “Regional PLG” and collectively the “Regional PLGs.””

RECITALS

WHEREAS, the State of Colorado and Participating Local Governments executed the Colorado Opioids Summary Memorandum of Understanding on _____ 2021 (the “Colorado MOU”), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado;

WHEREAS, the Regional Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Regional Agreement shall be construed in conformity with the Colorado MOU³;

WHEREAS, all Opioid Funds, regardless of allocation, shall be used for Approved Purposes;

WHEREAS, Participating Local Governments shall organize themselves into Regions, as further depicted in **Exhibit E** to the Colorado MOU;

² This Model Regional Agreement is meant to serve as an example for the various Regions and to facilitate the flow of Opioid Funds to their intended purposes. Regions are free to adopt this Regional Agreement in its entirety or alter or amend it as they deem appropriate.

³ When drafting agreements like this Regional Agreement, Regional PLGs should be conscious of the definitions used therein so as not to confuse such definitions with those used in the Colorado MOU. The Definitions in the Colorado MOU shall supersede any definitions used by Regional PLGs in a Regional Agreement.

WHEREAS, Regions may consist of Single-County Regions, Multi-County Regions, or Single County-Single City Regions (Denver and Broomfield).

WHEREAS, there shall be a 60% direct allocation of Opioid Funds to Regions through a Regional Share;

WHEREAS, each Region shall be eligible to receive a Regional Share according to **Exhibit C** to the Colorado MOU;

WHEREAS, the Colorado MOU establishes the procedures by which each Region shall be entitled to Opioid Funds from the Abatement Council and administer its Regional Share allocation;

WHEREAS, the procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council;

WHEREAS, all aspects of the creation, administration, and operation of the Regional Council shall proceed in accordance with the provisions of the Colorado MOU;

WHEREAS, each such Regional Council shall designate a fiscal agent from a county or municipal government within that Region;

WHEREAS, each such Regional Council shall submit a two-year plan to the Abatement Council that identifies the Approved Purposes for which the requested funds will be used, and the Regional Council's fiscal agent shall provide data and a certification to the Abatement Council regarding compliance with its two-year plan on an annual basis;

WHEREAS, the Regional Agreement pertains to the procedures for the Regional PLGs to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Regional PLGs incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS**. The defined terms used in this Regional Agreement shall have the same meanings as in the Colorado MOU⁴. Capitalized terms used herein and not otherwise defined within the Regional Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Regional Agreement.
2. **OBLIGATIONS OF THE REGIONAL PLGS**. The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.
3. **REGIONAL COUNCIL**.
 - 3.1. **Purpose:** In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Regional PLGs, shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region's Share of Opioid Funds are administered.
 - 3.2. **Membership:** The Regional Council of a Multi-County or Single County Region shall consist of the following:
 - a. **Multi-County Region:**
 - (i) **Voting Members.** Voting Members shall be appointed by the Regional PLGs. The Regional PLGs shall collaborate to appoint Regional Council members and to the extent practicable, Voting Members shall be selected from different counties and cities. No single county or city should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:
 - (1) 1 representative appointed by each county (can be commissioners).
 - (2) 1 representative appointed from a rotating city within each county (or other city agreed upon) (can be councilmembers and mayors). A rotating city member shall be selected by majority vote of the cities within each county who do not have a Voting Member currently sitting on the Regional

⁴ See FN 2, *supra*.

Council.

- (3) 1 representative from each public health department within the region.
- (4) 1 representative from a county human services department.
- (5) At least 1 representative appointed from law enforcement within the region (sheriff, police, local city or town district attorney, etc.).
- (6) 1 representative from a municipal or county court system within the region.

b. Single-County Region:

- (i) **Voting Members.** Voting Members shall be appointed by the Regional PLGs. The Regional PLGs shall collaborate to appoint Regional Council members and to the extent practicable, Voting Members shall be selected from different cities within the region. No single city should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:
 - (1) 1 or 2 representatives appointed by the county (can be commissioners)
 - (2) 1 representative appointed from the public health department
 - (3) 1 representative from the county human services department
 - (4) 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
 - (5) 1 representative appointed from a municipal or county court system within region
 - (6) 1-3 representatives (total) appointed by rotating cities within the county (or other city or cities agreed upon) (can be councilmembers and mayors). Rotating city members shall be selected by majority vote of the cities who do not have a Voting Member currently sitting on the Regional Council.
 - (7) Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of

funds)

- c. **Non-Voting Members.** For both Multi-County and Single County Regions, Non-Voting Members are optional but are strongly encouraged. Non-voting members shall serve in an advisory capacity. Any Non-Voting Members shall be appointed by the Regional PLGs and may be comprised of all or some of the following, not to include potential recipients of funds:
- (i) Representatives from behavioral health providers.
 - (ii) Representatives from health care providers.
 - (iii) Recovery/treatment experts.
 - (iv) Other county or city representatives.
 - (v) A representative from the Attorney General's Office.
 - (vi) Community representative(s), preferably those with lived experience with the opioid crisis.
 - (vii) Harm reduction experts.
- d. **Acting Chair:** The Voting Members for both Multi-County and Single-County Regions shall appoint one member to serve as Acting Chair of the Regional Council. The Acting Chair's primary responsibilities shall be to schedule periodic meetings and votes of the Regional Council as needed and to serve as the point of contact for disputes within the Region. The Acting Chair must be either a Member from a county within a Region, such as a county commissioner or their designee, or a Member from a city or town within a Region, such as a mayor or city or town council member or their designee.
- e. **Non-Participation:** A Local Government that chooses not to become a Participating Local Government in the Colorado MOU shall not receive any Opioid Funds from the Regional Share or participate in the Regional Council.
- f. **Terms:** The Regional Council shall be established within ninety (90) days of the first Settlement being entered by a court of competent jurisdiction, including any bankruptcy court. In order to do so, within sixty (60) days of the first Settlement being entered, CCI and CML shall jointly recommend six (6) Voting Members, and so long as such recommendations comply with the terms of Section 3.2 (a) or (b), the Regional Council shall consist of CCI/CML's recommended Members for

an initial term not to exceed one year.⁵ Thereafter, Voting Members shall be appointed in accordance with Section 3.2 (a) or (b) and shall serve two-year terms. Following the expiration of that two-year term, the Regional PLGs, working in concert, shall reappoint that Voting Member, or appoint a new Voting Member according to Section 3.2 (a) or (b).

- (i) If a Voting Member resigns or is otherwise removed from the Regional Council prior to the expiration of their term, a replacement Voting Member shall be appointed within sixty (60) days in accordance with Section 3.2 (a) or (b) to serve the remainder of the term. If the Regional PLGs are unable to fill a Voting Member vacancy within sixty (60) days, the existing Voting Members of the Regional Council at the time of the vacancy shall work collectively to appoint a replacement Voting Member in accordance with Section 3.2 (a) or (b). At the end of his or her term, the individual serving as that replacement Voting Member may be reappointed by the Regional PLGs to serve a full term consistent with this Section.
- (ii) The purpose of the two-year term is to allow Regional PLGs an increased opportunity to serve on the Regional Council. However, Regional Council members who have already served on the Regional Council may be appointed more than once and may serve consecutive terms if appointed to do so by the Regional Council.

3.3. Duties: The Regional Council is primarily responsible for engaging with the Abatement Council on behalf of its Region and following the procedures outlined in the Colorado MOU for requesting Opioid Funds from the Regional Share, which shall include developing 2-year plans, amending those plans as appropriate, and providing the Abatement Council with data through its fiscal agent regarding Opioid Fund expenditures. Upon request from the Abatement Council, the Regional Council may also be subject to an accounting from the Abatement Council.

3.4. Governance: A Regional Council may establish its own procedures through adoption of bylaws if needed. Any governing documents must be consistent with the other provisions in this section and the Colorado MOU.

3.5. Authority: The terms of the Colorado MOU control the authority of a Regional Council and a Regional Council shall not stray outside the bounds of the authority and power vested by the Colorado MOU. Should a Regional Council require legal assistance in determining its authority,

⁵ Local Governments within Multi-County or Single County Regions may decide to select initial Voting Members of the Regional Council between themselves and without CCI and CML involvement. However, the Regional Council must be established within ninety (90) days of the first Settlement being entered by a court of competent jurisdiction, including any bankruptcy court.

it may seek guidance from the legal counsel of the county or municipal government of the Regional Council's fiscal agent at the time the issue arises.

3.6. Collaboration: The Regional Council shall facilitate collaboration between the State, Participating Local Governments within its Region, the Abatement Council, and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

3.7. Transparency: The Regional Council shall operate with all reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data from the Regional Council, the Regional Council shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

3.8. Conflicts of Interest: Voting Members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

3.9. Ethics Laws: Voting Members shall abide by their local ethics laws or, if no such ethics laws exist, by applicable state ethics laws.

3.10. Decision Making: The Regional Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, the Regional Council shall make decisions by a majority vote of its Members.

4. REGIONAL FISCAL AGENT

4.1. Purpose: According to the Colorado MOU, the Regional Council must designate a fiscal agent for the Region prior to the Region receiving any Opioid funds from the Regional Share. All funds from the Regional Share shall be distributed to the Regional Council's fiscal agent for the benefit of the entire Region.

4.2. Designation: The Regional Council shall nominate and designate a fiscal agent for the Region by majority vote. Regional fiscal agents must be a board of county commissioners or a city or town council or executive department, such as a department of finance.

4.3. Term: A Regional fiscal agent must be appointed by the Regional Council on an annual basis. A Regional fiscal agent may serve as long as the Regional Council determines is appropriate, including the length of any Settlement that contemplates the distribution of Opioid Funds within Colorado.

4.4. Duties: The Regional fiscal agent shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the

Abatement Council on an annual basis. In addition, the Regional fiscal agent shall perform certain recordkeeping duties outlined below.

- a. **Opioid Funds:** The Regional fiscal agent shall receive all Opioid Funds as distributed by the Abatement Council. Upon direction by the Regional Council, the Regional fiscal agent shall make any such Opioid Funds available to the Regional Council.
- b. **Reporting:** On an annual basis, as determined by the Abatement Council, the Regional fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan.
- c. **Recordkeeping:** The Regional fiscal agent shall maintain necessary records with regard the Regional Council's meetings, decisions, plans, and expenditure data.

4.5. Authority: The fiscal agent serves at the direction of the Regional Council and in service to the entire Region. The terms of the Colorado MOU control the authority of a Regional Council, and by extension, the Regional fiscal agent. A Regional fiscal agent shall not stray outside the bounds of the authority and power vested by the Colorado MOU.

5. REGIONAL TWO-YEAR PLAN

5.1. Purpose: According to the Colorado MOU, as part of a Regional Council's request to the Abatement Council for Opioid Funds from its Regional Share, the Regional Council must submit a 2-year plan identifying the Approved Purposes for which the requested funds will be used.

5.2 Development of 2-Year Plan: In developing a 2-year plan, the Regional Council shall solicit recommendations and information from all Regional PLGs and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, a Regional Council may seek assistance from the Abatement Council for purposes of developing a 2-year plan.

5.3 Amendment: At any point, a Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of the Colorado MOU and any Settlement.

6. DISPUTES WITHIN REGION. In the event that any Regional PLG disagrees with a decision of the Regional Council, or there is a dispute regarding the appointment of Voting or Non-Voting Members to the Regional Council, that Regional PLG shall inform the Acting Chair of its dispute at the earliest

possible opportunity. In Response, the Regional Council shall gather any information necessary to resolve the dispute. Within fourteen (14) days of the Regional PLG informing the Acting Chair of its dispute, the Regional Council shall issue a decision with respect to the dispute. In reaching its decision, the Regional Council may hold a vote of Voting Members, with the Acting Chair serving as the tie-breaker, or the Regional Council may devise its own dispute resolution process. However, in any disputes regarding the appointment of a Voting Member, that Voting Member will be recused from voting on the dispute. The decision of the Regional Council is a final decision.

7. **DISPUTES WITH ABATEMENT COUNCIL.** If the Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.
8. **RECORDKEEPING.** The acting Regional fiscal agent shall be responsible for maintaining records consistent with the Regional Agreement.
9. **AUTHORIZED REPRESENTATIVES.** Each Regional PLGs' representative designated below shall be the point of contact to coordinate the obligations as provided herein. The Regional PLGs designate their authorized representatives under this Regional Agreement as follows:
 - 9.1. _____ designates the ____ of the _____ or their designee(s).
 - 9.2. _____ designates the ____ of the _____ or their designee(s).
10. **OBLIGATIONS OF THE REGIONAL PLGS.** The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.
11. **TERM.** The Regional Agreement will commence on _____, and shall expire on the date the last action is taken by the Region, consistent with the terms of the Colorado MOU and any Settlement. (the "Term").
12. **INFORMATIONAL OBLIGATIONS.** Each Regional PLG hereto will meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Regional Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Regional Agreement or any remedies available to the Regional PLGs hereunder.
13. **CONFIDENTIALITY.** The Regional PLGs, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Regional PLG or otherwise have access to, except as may be required by law. Nothing in this Regional

Agreement shall in any way limit the ability of the Regional PLGs to comply with any laws or legal process concerning disclosures by public entities. The Regional PLGs understand that all materials exchanged under this Regional Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to a Regional PLG for disclosure of confidential materials, the Regional PLG shall advise the Regional PLGs of such request in order to give the Regional PLGs the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Regional PLG objects to disclosure of any of its material, the Regional PLG shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Regional PLG agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Regional PLGs may tender all material to the court for judicial determination of the issue of disclosure.

14. GOVERNING LAW; VENUE. This Regional Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating solely to this Regional Agreement will be in the applicable District Court of the State of Colorado for the county of the Region’s fiscal agent. Venue for any legal action relating to the Colorado MOU shall be in a court of competent jurisdiction where a Settlement or consent decree was entered, as those terms are described or defined in the Colorado MOU. If a legal action relates to both a Regional Agreement and the Colorado MOU, venue shall also be in a court of competent jurisdiction where a Settlement or consent decree was entered.

15. TERMINATION. The Regional PLGs enter into this Regional Agreement to serve the public interest. If this Regional Agreement ceases to further the public interest, a Regional PLG, in its discretion, may terminate their participation in the Regional Agreement, in whole or in part, upon written notice to the other Regional PLGs. Each Regional PLG also has the right to terminate the Regional Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the other Regional PLGs. A Regional PLG’s decision to terminate this Regional Agreement, with or without cause, shall have no impact on the other Regional PLGs present or future administration of its Opioid Funds and the other procedures outlined in this Regional Agreement. Rather, a Regional PLG’s decision to terminate this Regional Agreement shall have the same effect as non-participation, as outlined in Section 3.2 (e).

16. NOTICES. “Key Notices” under this Regional Agreement are notices regarding default, disputes, or termination of the Regional Agreement. Key Notices shall be given in writing and shall be deemed

received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Regional PLGs will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Regional PLGs that are not Key Notices may be done via electronic transmission. The Regional PLGs agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Regional Agreement, and Key Notices shall be given to the Regional PLGs at the following addresses:

17. GENERAL TERMS AND CONDITIONS

- 17.1. Independent Entities.** The Regional PLGs enter into this Regional Agreement as separate, independent governmental entities and shall maintain such status throughout.
- 17.2. Assignment.** This Regional Agreement shall not be assigned by any Regional PLG without the prior written consent of all Regional PLGs. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Regional Agreement.
- 17.3. Integration and Amendment.** This Regional Agreement represents the entire agreement between the Regional PLGs and terminates any oral or collateral agreement or understandings. This Regional Agreement may be amended only by a writing signed by the Regional PLGs. If any provision of this Regional Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Regional Agreement shall continue in full force and effect.

- 17.4. No Construction Against Drafting Party.** The Regional PLGs and their respective counsel have had the opportunity to review the Regional Agreement, and the Regional Agreement will not be construed against any Regional PLG merely because any provisions of the Regional Agreement were prepared by a particular Regional PLG.
- 17.5. Captions and References.** The captions and headings in this Regional Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Regional Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- 17.6. Statutes, Regulations, and Other Authority.** Any reference in this Regional Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Regional Agreement.
- 17.7. Conflict of Interest.** No Regional PLG shall knowingly perform any act that would conflict in any manner with said Regional PLG's obligations hereunder. Each Regional PLG certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Regional PLG shall be paid or receive, directly or indirectly, any share or part of this Regional Agreement or any benefit that may arise therefrom.
- 17.8. Inurement.** The rights and obligations of the Regional PLGs to the Regional Agreement inure to the benefit of and shall be binding upon the Regional PLGs and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Regional Agreement.
- 17.9. Survival.** Notwithstanding anything to the contrary, the Regional PLGs understand and agree that all terms and conditions of this Regional Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Regional Agreement shall survive such termination or expiration and shall be enforceable against a Regional PLG if such Regional PLG fails to perform or comply with such term or condition.
- 17.10. Waiver of Rights and Remedies.** This Regional Agreement or any of its provisions may not be waived except in writing by a Regional PLG's authorized representative. The failure of a

Regional PLG to enforce any right arising under this Regional Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

17.11. No Third-Party Beneficiaries. Enforcement of the terms of the Regional Agreement and all rights of action relating to enforcement are strictly reserved to the Regional PLGs. Nothing contained in the Regional Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Regional PLGs receiving services or benefits pursuant to the Regional Agreement is an incidental beneficiary only.

17.12. Records Retention. The Regional PLGs shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties request.

17.13. Execution by Counterparts; Electronic Signatures and Records. This Regional Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Regional PLGs approve the use of electronic signatures for execution of this Regional Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Regional PLGs agree not to deny the legal effect or enforceability of the Regional Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Regional PLGs agree not to object to the admissibility of the Regional Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

17.14. Authority to Execute. Each Regional PLG represents that all procedures necessary to authorize such Regional PLG's execution of this Regional Agreement have been performed and that the person signing for such Regional PLG has been authorized to execute the Regional Agreement.

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RESOLUTION 892-21

**A RESOLUTION APPROVING THE COLORADO OPIOIDS
SETTLEMENT MEMORANDUM OF UNDERSTANDING AND OTHER
DOCUMENTS NECESSARY FOR THE TOWN'S PARTICIPATION IN
PENDING OPIOIDS SETTLEMENTS**

WHEREAS, the Office of the Colorado Attorney General recently distributed information concerning local government participation in settlements of claims related to the national opioid crisis brought by state and local governments against various, major pharmaceutical manufacturers and distributors (the “Defendants”); and

WHEREAS, the Attorney General’s Office and the litigating plaintiffs anticipate one or more settlements with Defendants in the federal litigation; and

WHEREAS, in anticipation of the potential settlements, the State of Colorado and various Colorado local governments have negotiated an agreement governing the allocation, distribution, and expenditure of any settlement proceeds paid in connection with the opioids litigation; and

WHEREAS, participation in the settlements is not limited to governments that filed suit in the opioid litigation; and

WHEREAS, on August 26, 2021, Colorado Attorney General, Philip J. Weiser, signed the attached Colorado Opioids Settlement Memorandum of Understanding, together with Exhibits A through G (the “MOU”), governing the allocation, distribution, and expenditure of settlement proceeds, on behalf of the State of Colorado; and

WHEREAS, the MOU applies to all pending and future settlements reached with opioid manufacturers and distributors; and

WHEREAS, along with the MOU, local governments have been asked to approve, sign, and return two settlement participation forms, the first regarding the pending settlement with opioid manufacturer Janssen (Johnson & Johnson), and the second regarding the pending settlement with opioid distributors AmerisourceBergen, Cardinal Health, and McKesson (the “Settlement Participation Forms”); and

WHEREAS, local governments have been asked, further, to approve, sign, and return the Colorado Subdivision Escrow Agreement, which ensures that local governments’ legal claims are released only when ninety-five percent (95%) participation by certain local governments has been reached; and

WHEREAS, the ninety-five percent (95%) participation threshold is important because it triggers certain amounts of incentive payments under the settlements and signals to the settling pharmaceutical companies that the settlements have wide acceptance; and

WHEREAS, the Bennett Town Board believes it to be in the best interest of the Town to approve the MOU, the Settlement Participation Forms, and the Colorado Subdivision Escrow Agreement, which will allow settlement proceeds to be used in the Town for services, programs, and other purposes related to opioid crisis abatement as set forth in Exhibit A to the MOU; and

WHEREAS, the Town Board encourages local governments throughout the State of Colorado to approve the MOU, the Settlement Participation Forms, and the Colorado Subdivision Escrow Agreement, as the number of participating local governments will directly affect the amount of the settlement proceeds provided.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO:

Section 1. The Colorado Opioids Settlement Memorandum of Understanding (“MOU”) is hereby approved in essentially the same form as the copy of such MOU accompanying this Resolution.

Section 2. The Settlement Participation Forms regarding the pending settlement with manufacturer Janssen (Johnson & Johnson), and the pending settlement with distributors AmerisourceBergen, Cardinal Health, and McKesson (the “Settlement Participation Forms”) are hereby approved in essentially the same form as the copies of such Settlement Participation Forms accompanying this Resolution.

Section 3. The Colorado Subdivision Escrow Agreement (“Escrow Agreement”), which ensures that the Town’s legal claims are released only when ninety-five percent (95%) participation by certain local governments has been reached, is hereby approved in essentially the same form as the copy of such Escrow Agreement accompanying this Resolution.

Section 4. The Mayor and Town Administrator are authorized to execute the MOU, the Settlement Participation Forms, and the Escrow Agreement on behalf of the Town, and the Mayor and Town Administrator are hereby further granted authority to negotiate and approve such revisions to said MOU, the Settlement Participation Forms, and the Escrow Agreement as the Mayor and Town Administrator determine are necessary or desirable for the protection of the Town, so long as the essential terms of such documents are not altered.

INTRODUCED, READ, AND RESOLVED THIS 9th DAY OF NOVEMBER, 2021.

TOWN OF BENNETT, COLORADO

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, Town Clerk

Suggested Motion

I move to approve Resolution No. 892-21 – A resolution approving the Colorado opioids settlement memorandum of understanding and other documents necessary for the Town's participation in pending opioids settlements.

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STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Christina Hart, Court Clerk
DATE: November 9, 2021
SUBJECT: Municipal Judges and Prosecuting Attorney Compensation

Background

During the October 26, 2021, study session, Staff reported to the Board that the Town's municipal judges had not seen an increase in compensation for over 10 years. In that same meeting, Staff provided a municipal judge and prosecuting attorney salary survey so the Board could see salary comparisons for those positions.

Upon reviewing the information provided, the Board directed Staff to increase the municipal judges' compensation from \$325 per month to \$450 per month and the prosecuting attorney's compensation from \$250 to \$350 per month.

Per the Bennett Municipal Code, any update to the judges' salaries must be done through an ordinance. Staff has prepared a draft ordinance supporting those changes (see attachments).

Staff is in the process of executing a contract for the prosecuting attorney with an increase of the monthly salary to from \$250 per month to \$350 a month per the direction of the Board during the October 26, 2021 study session.

The salary increases will take effect on January 1, 2022.

Staff Recommendation

Staff recommends the Board of Trustees adopt Ordinance No. 732-21, an ordinance increasing the monthly compensation of the municipal judges to \$450 per month.

Attachments

1. Draft Ordinance No. 732-21

ORDINANCE NO. 732-21

AN ORDINANCE ESTABLISHING THE SALARY FOR THE MUNICIPAL JUDGE

WHEREAS, pursuant to Chapter 2, Article VII of the Bennett Municipal Code, the Town's Municipal Court is presided over by a Municipal Judge who is appointed by the Board of Trustees; and

WHEREAS, Section 2-7-60 of the Bennett Municipal Code provides the salary of the Municipal Judge shall be in an amount approved by the Board of Trustees; and

WHEREAS, C.R.S. §13-10-107(1) provides that the governing body shall provide by ordinance for the salary of the municipal and assistant judges; and

WHEREAS, the Board of Trustees desires by this ordinance to fix such salary of the Municipal Judge.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO:

Section 1. The Municipal Judge for the Bennett Municipal Court shall be paid, as full compensation for all work by the Municipal Judge, a salary of \$450 per month.

Section 2. This ordinance shall be effective January 1, 2022.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED BY TITLE ONLY THIS 9th DAY OF NOVEMBER, 2021.

Royce Pindell, Mayor

ATTEST:

Christina Hart, Town Clerk

Suggested Motion

I move to approve Ordinance No. 732-21 – An ordinance establishing the salary for the Municipal Judge.

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TOWN OF BENNETT

Proclamation

VETERANS DAY



WHEREAS, honorable service performed in the defense of our nation and her cause in time of war is the highest form of citizenship; and

WHEREAS, the greatest acknowledgement of our freedom is to honor our armed forces veterans who have sacrificed and in many instances paid the ultimate price for our freedom; and

WHEREAS, the men and women who have served in the Armed Forces of the United States of America have made major contributions toward the preservation of the freedom of this nation and her people; and

WHEREAS, the words of the presidential Proclamation 3071 still ring true, "let us solemnly remember the sacrifices of all those who fought so valiantly, on the seas, in the air, and on foreign shores, to preserve our heritage of freedom, and let us reconsecrate ourselves to the task of promoting an enduring peace so that their efforts shall have not been in vain;" and

WHEREAS, the Town of Bennett is eternally grateful for the contributions of our veterans and will always remember and pay homage to our military community, both active and inactive, for their dedication and commitment to the preservation of our freedoms and the promise of liberty established as an example for all the oppressed persons of the world; and

NOW, THEREFORE, BE IT PROCLAIMED the Town of Bennett Board of Trustees call upon all citizens to observe Veterans Day on Thursday, November 11, 2021, with appropriate ceremonies in honor of those who have served to preserve the principles of justice, freedom and democracy.

IN WITNESS WHEREOF, I have hereto set my hand and caused the seal of the Town of Bennett, Colorado to be affixed this the 9 Day of November, 2021.

Royce D. Pindell, Mayor

